

AGREEMENT NO. 74-30

(Agreement Amending Land Use Contract)

LAUREN S. HENNINGSON
Recorder
FEB 22 1974

THIS AGREEMENT dated this 19th day of February, 1974, by and between the County of Yolo (hereinafter referred to as "COUNTY") and GENE E. STEED (hereinafter referred to as "Successor"),

W I T N E S S E T H:

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Recitals:

1. COUNTY and MRS. ELDEN HAMBLET entered into a Land Use Contract, Yolo County Agreement No. 69-265 which was recorded in the Office of the County Recorder of the County of Yolo in Book 933 of Official Records at Page 529.
2. COUNTY and GENE E. STEED, ERNEST L. GOBLE and THELMA W. GOBLE entered into an agreement amending said land use contract, being agreement no. 73-32, which was recorded in the office of the County Recorder of the County of Yolo in Book 1051 of Official Records at Page 427.
3. Successor is a successor in interest of said land use contract designated therein as OWNERS and is bound by the terms and conditions thereof.

4. Successor and COUNTY desire to amend the provisions of said land use contract so as to provide for the sending of notices pursuant to said agreement to successor herein.

Agreements:

1. Successor hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said land use contract no. 69-265 and the amendment agreement no. 73-32.
2. All notices to be given to the OWNER under said land use contract shall be given to successor hereby by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed to GENE E. STEED, 735 West Valley Drive, Campbell, California 95008.

IN WITNESS WHEREOF, successor and COUNTY have executed

this agreement the date and year first above written

VOL. 1034 PAGE 37
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY OF YOLO
FEB 22 1974
At 10 Min. Past 12 O'clock P.M.
YOLO COUNTY, CALIFORNIA
Recorder
J. H. CHS.

COUNTY OF YOLO

Wm. E. Duncan
Chairman of the Board of
Supervisors

SUCCESSOR

Gene E. Steed
Gene E. Steed

STATE OF CALIFORNIA)
COUNTY OF YOLO)

ss.

Micro Fiched

On February 19, 1974, before me, the under-
signed County Clerk of the County of Yolo, personally appeared
Wm. E. Duncan, known to me to be the Chairman of the
Board of Supervisors of the County of Yolo, and also known to
me to be the person who executed same document on behalf of the
County of Yolo, and acknowledged to me that the County of Yolo
executed the within instrument pursuant to a resolution of its
Board of Supervisors.

WITNESS my hand and official seal the day and year
first above written.

LAURENCE P. HENIGAN
County Clerk

By

Gene E. Steed
Deputy

STATE OF CALIFORNIA)
COUNTY OF YOLO)

ss.

On this December 27, 19 73, before me the under-
signed County Clerk of the County of Yolo, personally appeared
Gene E. Steed, known to me to be
the person(s) whose name is subscribed to the within instrument
and acknowledged to me that he executed the same.

Dated this 27th day of December, 19 73.

STATE OF CALIFORNIA)
COUNTY OF YOLO)

ss.

The foregoing instrument is a correct copy of
The Original On File in This Office.

Attest *February 19 74*
LAURENCE P. HENIGAN

County Clerk, County of Yolo, State of California

Barbara Rodgers

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By

Gene E. Steed
DEPUTY

FEB 20 1974

AGREEMENT NO. 74-30ALAURENCE F. HENNING, Clerk
Barbara Rodgers(Land Use Contract After Division of
Subject Property and Conveyance of
the Entirety of Subject Property)

THIS AGREEMENT dated this 19th day of February, 1974, by and between the County of Yolo (hereinafter referred to as "COUNTY") and GENE E. STEED, whose mailing address is 735 West Valley Drive, Campbell, California 95008 (hereinafter referred to as "SUCCESSOR"),

W I T N E S S E T H:

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Recitals:

1. COUNTY and BANK OF AMERICA, N.T. & S.A., Trustee, under the Will of CHARLES A. HUFFORD, entered into a land use contract, Yolo County Agreement No. 69-284, which is recorded in the Office of the County Recorder of the County of Yolo in Book 934 of Official Records at Page 643, hereinafter referred to as land use contract.

2. Said land use contract was amended by Yolo County Agreement No. 73-31 which is recorded in the Office of the County Recorder of the County of Yolo in Book 1051 of the Official Records at Page 419, reference to which agreement is hereby made, and which is incorporated herein for all purposes.

3. SUCCESSOR is the successor in interest of ERNEST L. GOBLE and THELMA W. GOBLE to the property described herein in Exhibit "A" attached hereto and incorporated herein for all purposes. The subject property described in Exhibit "A" is subject to the terms and conditions of Yolo County Agreement No. 69-284 and as amended by Yolo County Agreement No. 73-31, both described above.

4. SUCCESSOR and COUNTY desire to amend the provisions of said land use contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

Agreements:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said land use contract no. 69-284 and as amended by agreement no. 73-31.

2. All notices to be given to OWNER under said land use contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this Agreement the day and year first above written. Micro Fiched

COUNTY OF YOLO

W. E. H. H. H.
Chairman of the Board of
Supervisors

SUCCESSOR

Gene E. Steed
Gene E. Steed

STATE OF CALIFORNIA.)
COUNTY OF YOLO) ss.

On this December 27, 19 73, before me the undersigned County Clerk of the County of Yolo, personally appeared Gene E. Steed, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 27th day of December, 19 73.

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, COUNTY CLERK

By Gene E. Steed
DEPUTY

EXHIBIT "A"

PARCEL 1

The West one-half of the West one-half
of Section 28, Township 12 North, Range
2 West, M.D.B.&M.

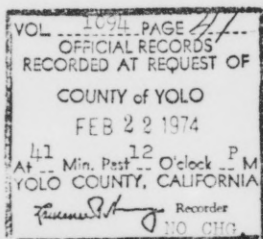
PARCEL 2

All of Section 29, Township 12 North,
Range 2 West, M.D.B.&M.

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PARCEL 3

All of Section 32, Township 12 North,
Range 2 West, M.D.B.&M., excepting
therefrom the East one-half of the
Southeast one-quarter of said Section 32.



BOOK 1094 PAGE 43

AGREEMENT NO. 74-31

International Business Machines Corporation

Armonk, New York 10504

Agreement for Purchase of IBM Machines
(State and Local Government)

To: International Business Machines Corporation

Agreement No.:

Branch Office Address:

Administrative Br. Off. No.: 376

520 Capitol Mall
Sacramento, California 95814

Customer No.: 99481-00

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

The Purchaser agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement agrees to sell, on the following terms and conditions, the machines and features [called machine(s)] listed below and more fully described in the attached Specification Sheets.

The prices shown below are F.O.B. IBM Plant. All transportation, rigging and draying charges will be paid by the Purchaser.

There shall be added to the prices shown below amounts equal to any taxes, however designated, levied or based on such prices or on this Agreement or the machines, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable on the machines after delivery to the carrier shall be borne by the Purchaser.

Terms

This Agreement must be received by IBM on or before the Date of Installation of the machines. Payment in full for each machine shall be due upon the Date of Installation unless otherwise provided in an Installment Payment Agreement between IBM and the Purchaser.

Item No.	Type	Model	Warranty Category	Description	Scheduled Date of Machine Shipment	Quantity	Unit Price	Amount
1	3348	070	B	Data Module	03/08/74	3	2,200.00	6,600.00
2	3348	070	B	Data Module	05/10/74	2	2,200.00	4,400.00

TOTAL 11,000.00

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

Conditions of Purchase

Title

Title to each machine passes to the Purchaser on the date of shipment from IBM, or on the date of acceptance of this Agreement by IBM, whichever is later.

Security Interest

IBM reserves a purchase money security interest in each of the machines listed herein in the amount of its purchase price. These interests will be satisfied by payment in full unless otherwise provided in an IBM Installment Payment Agreement. A copy of this Agreement may be filed with appropriate state authorities at any time after signature by the Purchaser as a financing statement in order to perfect IBM's security interest. Such filing does not constitute acceptance of this Agreement by IBM.

Risk of Loss

During the period the machines are in transit or in possession of the Purchaser, up to and including the Date of Installation, IBM and its insurers, if any, relieve the Purchaser of responsibility for all risks of loss or damage to the machines including damage caused by Purchaser's negligence, except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination caused by the Purchaser. After the Date of Installation, the risk of loss or damage shall be on the Purchaser.

Delivery

Delivery will be made in accordance with the delivery schedule which is mutually agreed to by the Purchaser and IBM, subject to conditions beyond IBM's control. The method of shipment must be consistent with the nature of the machines and hazards of transportation.

Price Protection Period

Prices of the machines stated herein will not be subject to any established price increases up to and including the mutually agreed to Scheduled Date(s) of Machine Shipment shown on the face of the Agreement.

If IBM's established price for any machine upon the Date of Installation or forty-five days after plant shipment, whichever occurs first, shall be lower than the price for such machine stated in this Agreement, the Purchaser shall have the benefit of such lower price.

Installation

The Purchaser shall provide a suitable installation environment with all facilities prescribed by the appropriate IBM Installation Manual—Physical Planning and furnish all labor required for unpacking and placing each machine in the desired location. Packaging materials shall be the property of the Purchaser. Machines purchased under this Agreement shall be installed and placed in good working order by IBM. The day (Monday through Friday) following that on which (i) IBM determines that the machine has been placed in good working order, or (ii) the machine is delivered and the Purchaser fails to provide a suitable installation environment, shall be considered the Date of Installation of such machine for all purposes of this Agreement. IBM will notify the Purchaser when the machine has been placed in good working order.

Warranty

Machines purchased under this Agreement may be either newly manufactured by IBM from new and serviceable used parts which are equivalent to new in performance in these machines, or assembled by IBM from serviceable used parts, or machines which have been previously installed. Machines assembled from serviceable used parts and machines previously installed will at the time of shipment meet product functional specifications currently applicable to new machines.

The Purchaser will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, for establishing the necessary controls over access to data, and for establishing all proper check points and procedures necessary for the intended use of the machines and the security of the data stored therein. The Purchaser agrees that IBM will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the machines described herein.

I. Service and Parts Warranty

Commencing on the Date of Installation, IBM will maintain in good working order each Warranty Category A machine for one year and each Warranty Category B or C machine for three months, at no additional charge to the Purchaser. At the Purchaser's request, IBM will make all necessary adjustments, repairs and parts replacements. All replacement parts will be new or equivalent to new in performance when used in these machines. All replaced parts will become the property of IBM on an exchange basis. IBM may, at its option, store maintenance equipment or parts on the Purchaser's premises that IBM deems necessary to fulfill this Warranty.

Service pursuant to this Warranty as required at any time will normally be furnished by IBM's nearest Branch Office or resident location. IBM shall have full and free access to the machines to perform this service. There will be no charge for travel expense associated with warranty services except that actual travel expense shall be charged in those unusual instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation. The Purchaser shall promptly inform IBM of any change in the machine location during the warranty period. Service outside the scope of this Warranty will be furnished at IBM's applicable hourly rates and terms then in effect.

II. Parts Warranty

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For one year commencing on the Date of Installation, IBM warrants each Warranty Category B or C machine (excluding vacuum tubes and solid state and other electronic devices which are warranted for three months) to be free from defects in material and workmanship. IBM's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by IBM upon inspection. All replacement parts will be new or equivalent to new in performance when used in these machines. All replaced parts will become the property of IBM on an exchange basis. No service will be furnished pursuant to this Parts Warranty.

III. Limitations

The foregoing warranties will not apply to repair of damage or increase in service time caused by: accident, transportation, neglect or misuse; alterations (which shall include, but not be limited to, any deviation from circuit or structural machine design as provided by IBM, installation or removal of IBM features, or any other modification or maintenance related activities, whenever any of the foregoing are performed by other than IBM representatives); any machine other than those owned by IBM, under warranty provision of an IBM Purchase Agreement or under an IBM Maintenance Agreement; failure to provide a suitable installation environment with all facilities prescribed by the appropriate IBM Installation Manual—Physical Planning (including but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control); the use of supplies or materials not meeting IBM specifications for such installation; or the use of the machine for other than data processing purposes for which designed.

IBM shall not be responsible for failure to provide service or parts due to causes beyond its control or required to adjust or repair any machine or part if it would be impractical to do so because of alterations in the machine or its connection by mechanical or electrical means to another machine or device or if the machine is located outside the United States, Puerto Rico or the Canal Zone.

Maintenance, Service and Parts

IBM will, if requested, provide the Purchaser with maintenance service for the machines, and repair or replacement parts, as long as they are generally available, on the basis of IBM's established prices and terms prevailing at the time.

Configuration Changes, Additional Features, Model Conversions

By agreement between IBM and the Purchaser, changes in the configuration of machines described herein may be made prior to the date of shipment. Additional features and model conversions which are field installable may be ordered in writing by the Purchaser under this Agreement, at any time after its acceptance by IBM, for installation in the machines subject to the then prevailing prices and terms and conditions.

Commencing on the Date of Installation of an additional feature or model conversion increment the following warranties as described

above, shall apply thereto: (i) a one year Service and Parts Warranty if installed on a Warranty Category A machine; (ii) a three month Service and Parts Warranty if installed on a Warranty Category B machine; or (iii) a three month Parts Warranty if installed on a Warranty Category C machine. In addition to the foregoing, an additional feature or model conversion increment installed on a Warranty Category B or C machine within one year of the Date of Installation of the machine will have the unexpired Warranty, if any, of such machine.

Accessories, Engineering Changes, Cards, Tapes and Supplies

IBM will, upon request, furnish to the Purchaser, at IBM's established prices and terms prevailing at the time, any machines, attachments, features and engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the machines. But IBM makes no representation that such machines, attachments, features or engineering changes which may be announced in the future, will be suitable for use on, or in connection with, these machines. IBM will also furnish to the Purchaser, upon request, at IBM's established prices and terms prevailing at the time, cards, tapes and other supplies used in the operation of the machines, as long as IBM has them available for sale.

Limitation of Liability

The foregoing warranties are in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Purchaser further agrees that IBM will not be liable for any lost profits, or for any claim or demand against the Purchaser by any other party, except a claim for patent infringement as provided herein.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought within one year after the date of last payment.

In no event will IBM be liable for consequential damages even if IBM has been advised of the possibility of such damages.

Patent Indemnity

IBM will defend at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the machines supplied by IBM, or the operation of such machines pursuant to a current release and modification level of any Type I Program or System Control Programming furnished by IBM, infringe a United States patent and, IBM will pay those costs and damages finally awarded against the Purchaser in any such claim, but such defense and payments are conditioned on the following:

- (i) that IBM shall be notified promptly in writing by the Purchaser of any notice of such claim; and
- (ii) that IBM shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and
- (iii) should the machines, or the operation thereof, become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent, that the Purchaser shall permit IBM, at its option and expense, either to procure for the Purchaser the right to continue using the machines, to replace or modify the same so that they become non-infringing, or to grant the Purchaser a credit for such machines as depreciated and accept their return. The depreciation shall be an equal amount per year over the life of the machines as established by IBM.

IBM shall have no liability to the Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon:

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- (i) the combination, or utilization, of machines furnished hereunder with machines or devices not made by IBM; or
- (ii) the operation of machines furnished by IBM pursuant to any program other than, or in addition to, the aforementioned Type I programs or System Control Programming; or
- (iii) the modification by the Purchaser of machines furnished hereunder or of the aforementioned Type I programs or System Control Programming.

The foregoing states the entire liability of IBM with respect to infringement of patents.

General

This Agreement is not assignable without written permission from IBM; any attempt to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

This Agreement will be governed by the laws of the State of New York. It constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Agreement may only be changed in a writing, executed on behalf of IBM and of the Purchaser. The term "this Agreement" as used herein includes any applicable Installment Payment Agreement, Supplement, or future written amendment made in accordance herewith.

The Purchaser acknowledges that he has read this Agreement, understands it and agrees to all terms and conditions stated herein.

Received by IBM at Sacramento

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

Accepted by:
International Business Machines Corporation

By _____
Authorized Signature

Name (Type or Print)

Title

On _____
Date

County of Yolo
By W. E. Shuman
Purchaser
Authorized Signature

Name (Type or Print)

Title
On _____
Date

SPECIAL TWO-SIDED CARBON ALLOWS FOR CARBON TO REMAIN INTACT WITHIN THE FORM UNTIL AFTER:

- (1) All required information is typed on both the front and back and
- (2) Until after all signatures have been affixed.

THE CUSTOMER NEED ONLY SIGN ONCE, PROVIDED THE CARBON TRANSFER OF HIS SIGNATURE APPEARS LEGIBLY ON THE REMAINING COPIES.

International Business Machines Corporation

Armonk, New York 10504

Amendment for Specially Developed IBM Programs
(To License Agreement for IBM Program Products)

To: International Business Machines Corporation

Reference License Agreement No.

Branch Office Address:

Branch Office No.: 376

520 Capitol Mall
Sacramento, California 95814

Customer No.: 99481-00

Name and Address of Customer:

County of Yolo
Courthouse
Woodland, California 95695

International Business Machines Corporation (IBM) by its acceptance of this Amendment by authorized signature at its Regional or Divisional headquarters agrees to amend the above referenced License Agreement for IBM Program Products and both parties agree to this Amendment on the following terms and conditions. This Amendment applies solely to licenses for Specially Developed IBM Programs and in no way affects terms and conditions of present or future licenses for other programs subject to the License Agreement for IBM Program Products.

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Each license for a Specially Developed IBM Program including basic material (together referred to as licensed program) shall be governed by the License Agreement for IBM Program Products except that for such licensed programs the sections entitled "Charges", "Programming Services", "Patent and Copyright Indemnification" and "Warranty" shall be replaced by the sections set forth below.

Charges

There will be a monthly charge for each program license. However, upon billing of monthly charges for a specified number of consecutive months (payment period) for a Specially Developed IBM Program license, IBM will waive all future monthly charges for that license. Monthly charges are subject to change by IBM upon three months' written notice to the Customer. If the monthly charge is increased for any program license, the Customer may discontinue it upon one month's written notice to IBM; otherwise, the new charge will become effective. The Payment Period for a Specially Developed IBM Program will be specified in the Supplement to Amended License Agreement for IBM Program Products.

Certain licensed programs may be subject to an initial charge in addition to monthly charges or a single charge per license period in lieu of monthly charges. Initial and single charges are subject to change without notice.

Monthly charges will commence on the day following the end of the testing period, or 10 days after shipment of the program by IBM if there is no testing period, provided, however, charges will not commence on a Saturday or Sunday. The testing period will begin 10 days after shipment of the program by IBM. In the event of discontinuance of a program license and reordering the same program for the same installation, the Customer agrees for that particular program license monthly charges and the minimum use period will begin 10 days after shipment of the program by IBM and, therefore, there will be no testing period. Charges will be invoiced in advance and will be payable within thirty days after the date of invoice. Charges for a partial month's use will be prorated on a thirty-day month.

When shipment of program documentation is requested prior to shipment of the complete program, there will be a charge for the program documentation equal to one month's charge for the complete program (including any initial charge) or the single charge which may be in lieu of monthly charges. If the Customer requests that the complete program

be shipped prior to or at the conclusion of the six month period following the date of shipment of the program documentation by IBM, this charge will be credited to the first month's invoice for the complete program. If program documentation has been made available prior to shipment of the complete program and the Customer discontinues and reorders the same program for the same installation, program documentation will not again be made available prior to shipment of the complete program.

There shall be added to any charges under this Amendment amounts equal to any taxes, however designated, levied or based on such charges or on this Amendment or the licensed programs or optional materials or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the licensed programs or optional materials and taxes based on net income.

Programming Services

During a specified number of months immediately following initial availability of each licensed program designated as the Programming Services Period, and referenced in the Supplement to Amended License Agreement for IBM Program Products, the Customer may submit documentation to a designated IBM location when he encounters a problem which his diagnosis indicates is caused by a licensed program error. During this period only, IBM through the program sponsor(s) will, without additional charge, respond to an error in the current unaltered release of the licensed program by issuing known error correction information to the Customer reporting the problem and/or issuing corrected code or notice of availability of corrected code. However, IBM does not guarantee service results or represent or warrant that all errors will be corrected. Any on-site programming services or assistance will be provided at a charge.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

For program documentation which is shipped prior to shipment of the complete program, Programming Services are not applicable.

Patent and Copyright Indemnification

IBM will defend at its expense any action brought against the Customer to the extent that it is based on a claim that licensed programs used within the scope of the license hereunder, infringe a copyright in the United States, and IBM will pay any costs, damages, and attorney fees finally awarded against the Customer in such action which are attributable to such claim, provided that, the Customer notifies IBM promptly in writing of the claim and IBM may fully participate in the defense and/or agrees to any settlement of such claim. Should the licensed programs become, or in IBM's opinion be likely to become, the subject of a claim or infringement of a copyright, IBM may procure for the Customer the right to continue using the licensed programs, or replace or modify them to make them noninfringing. If neither of the foregoing alternatives is reasonably available to IBM, then IBM may discontinue the licensed program upon one month's written notice to the Customer.

With respect to any action brought against the Customer based on a claim that the licensed program used within the scope of the license hereunder, infringes a United States patent, subject to the limitation of liability stated herein, IBM's sole obligation will be to pay any damages finally awarded against the Customer in such action which are attributable to such claim. Should the licensed programs become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a patent, IBM may replace or modify them to

make them noninfringing. If the foregoing is not reasonably available to IBM, then IBM may discontinue the licensed program upon one month's written notice to the Customer. The Customer may notify IBM in writing during the one month after IBM's notice of discontinuance that the Customer elects to continue to be licensed with respect to the licensed program until there has been an injunction or the claim has been withdrawn, and agrees to undertake at the Customer's expense the defense of any action against the Customer and to indemnify IBM with respect to all costs, damages, and attorney fees attributable to such continued use after such notice is given to IBM; it being understood that IBM may participate at its expense in the defense of any such action if such claim is against IBM.

IBM shall have no liability for any claim of copyright or patent infringement based on (1) use of other than a current unaltered release of the licensed program available from IBM if such infringement would have been avoided by the use of a current unaltered release of the licensed program available from IBM or (2) use or combination of the licensed program with non-IBM programs or data if such infringement would have been avoided by the use or combination of the licensed program with other programs or data.

The foregoing states the entire liability of IBM with respect to infringement of any copyrights or patents by the licensed programs or any parts thereof.

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Warranty

Each licensed program will be distributed on an "as is" basis without warranty of any kind either express or implied.

Received by IBM at Sacramento/376
IBM Branch Office Name: Number

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

Accepted by:
International Business Machines Corporation

By _____
Authorized Signature

Name (Type or Print)

Title

On _____
Date

County of Yolo

By W. E. Minion
Authorized Signature

Name (Type or Print)

Title

On _____
Date

PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

International Business Machines Corporation

Armonk, New York 10504

Supplement to Amended License Agreement for IBM Program Products
(For Specially Developed IBM Programs)

From: International Business Machines Corporation

Reference License Agreement No.:

Branch Office Address:

Supplement No.: 001

520 Capitol Mall
Sacramento, California 95814

Branch Office No.: 376

Name and Address of Customer:

Customer No.: 99481-00

County of Yolo
Courthouse
Woodland, California 95695

International Business Machines Corporation (IBM) is pleased to confirm your order for licenses for the Specially Developed IBM Programs listed below. IBM hereby grants the Customer nontransferable, nonexclusive licenses to use each of these licensed programs in machine readable form on type/serial numbered CPUs and/or to utilize program documentation as specified below under the terms of the above referenced License Agreement for IBM Program Products as modified by the Amendment for Specially Developed IBM Programs, which is hereby supplemented to include the following:

Micro Fiched

Program/Material	Designated CPU Type/Serial Number (Sys. No.)	Designated CPU Location	Installation License Applies	Testing Period (Months)	Charges (Monthly Unless Otherwise Stated)	Payment Period (Months)
5798/ARN	3825-01450	Courthouse Woodland	Yes	1 mo.	66.00	12 mos.

Estimated Shipment Date	Date Programming Services Period Ends	Designated IBM Error Correction Service Location
03/15/74	07/31/73	N/A

Each Specially Developed IBM Program is distributed on an "as is" basis without warranty.

During a specified number of months immediately following initial availability of each licensed program designated as the Programming Services Period, and referenced above, the Customer may submit documentation to a designated IBM location when he encounters a problem which his diagnosis indicates is caused by a licensed program error. During this period only, IBM through the program sponsor(s) will, without additional charge, respond to an error in the current unaltered release of the licensed program by issuing known error correction information to the Customer reporting the problem and/or issuing corrected code or notice of availability of corrected code. However, IBM does not guarantee service results or represent or warrant that all errors will be corrected. Any on-site programming services or assistance will be provided at a charge.

For program documentation which is shipped prior to shipment of the complete program, Programming Services are not applicable.

Under the License Agreement for IBM Program Products, the Customer has agreed that until that Agreement is specifically terminated by the Customer upon one month's prior written notice to IBM, the terms of that Agreement as amended will take precedence over the terms of any present or future order from the Customer for licenses. The Customer has further agreed that his acceptance of future delivery of any licensed program and/or related optional materials in machine readable form and/or program documentation is conclusive evidence of his agreement that the license for such a licensed program, related optional materials or program documentation is governed by the terms of that Agreement as amended.

Monthly charges are waived after billing for the number of consecutive months indicated under Payment Period above.

International Business Machines Corporation

By: M. M. Stuckey
Authorized Signature
M. M. Stuckey
Name (Type or Print)

Branch Manager
Title
On: January 23, 1974
Date

International Business Machines Corporation

YOLO COUNTY
AGREEMENT NO. 74-32

Armonk, New York 10504

Agreement for Purchase of IBM Machines (State and Local Government)

To: International Business Machines Corporation

Agreement No. **N40031**

Branch Office Address:
520 Capitol Mall
Sacramento, California 95814

Administrative Br. Off. No.: 376

Customer No.: 99481-00

Name and Address of Purchaser:
County of Yolo
Courthouse
Woodland, California 95695

LAURENCE HENIGAN Clerk
Baldern Rodgers
Deputy

The Purchaser agrees to purchase and International Business Machines Corporation (IBM) by its acceptance of this Agreement agrees to sell, on the following terms and conditions, the machines and features [called machine(s)] listed below and more fully described in the attached Specification Sheets.

The prices shown below are F.O.B. IBM Plant. All transportation, rigging and draying charges will be paid by the Purchaser.

There shall be added to the prices shown below amounts equal to any taxes, however designated, levied or based on such prices or on this Agreement or the machines, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable on the machines after delivery to the carrier shall be borne by the Purchaser.

MICRO ELECTRONICS

Terms

This Agreement must be received by IBM on or before the Date of Installation of the machines. Payment in full for each machine shall be due upon the Date of Installation unless otherwise provided in an Installment Payment Agreement between IBM and the Purchaser.

Item No.	Type	Model	Warranty Category	Description	Scheduled Date of Machine Shipment	Quantity	Unit Price	Amount
1	3125	FEO	A	Processing Unit	03-08-74	1	270,270.00	270,270.00
2	1403	002	C	Printer	03-08-74	1	28,500.00	28,500.00
3	3411	001	B	Magnetic Tape Unit & Control	03-08-74	1	25,250.00	25,250.00
4	3410	001	B	Magnetic Tape Unit	03-08-74	1	10,400.00	10,400.00
5	3340	A02	B	Direct Access Storage Facility	03-08-74	1	40,000.00	40,000.00

END

TOTAL 374,420.00

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

2125 2390-0
(10-7-60)

1

CUSTOMER

STATE of CALIFORNIA } ss.
COUNTY of YOLO

The foregoing instrument is a correct copy of the Original On File in This Office.

ATTEST *April 1 1974*

LAURENCE HENIGAN
Clerk of the County of Yolo

Baldern Rodgers
Deputy

Conditions of Purchase

Title

Title to each machine passes to the Purchaser on the date of shipment from IBM, or on the date of acceptance of this Agreement by IBM, whichever is later.

Security Interest

IBM reserves a purchase money security interest in each of the machines listed herein in the amount of its purchase price. These interests will be satisfied by payment in full unless otherwise provided in an IBM Installment Payment Agreement. A copy of this Agreement may be filed with appropriate state authorities at any time after signature by the Purchaser as a financing statement in order to perfect IBM's security interest. Such filing does not constitute acceptance of this Agreement by IBM.

Risk of Loss

During the period the machines are in transit or in possession of the Purchaser, up to and including the Date of Installation, IBM and its insurers, if any, relieve the Purchaser of responsibility for all risks of loss or damage to the machines including damage caused by Purchaser's negligence, except for loss or damage caused by nuclear reaction, nuclear radiation or radioactive contamination caused by the Purchaser. After the Date of Installation, the risk of loss or damage shall be on the Purchaser.

Delivery

Delivery will be made in accordance with the delivery schedule which is mutually agreed to by the Purchaser and IBM, subject to conditions beyond IBM's control. The method of shipment must be consistent with the nature of the machines and hazards of transportation.

Price Protection Period

Prices of the machines stated herein will not be subject to any established price increases up to and including the mutually agreed to Scheduled Date(s) of Machine Shipment shown on the face of the Agreement.

If IBM's established price for any machine upon the Date of Installation or forty-five days after plant shipment, whichever occurs first, shall be lower than the price for such machine stated in this Agreement, the Purchaser shall have the benefit of such lower price.

Installation

The Purchaser shall provide a suitable installation environment with all facilities prescribed by the appropriate IBM Installation Manual—Physical Planning and furnish all labor required for unpacking and placing each machine in the desired location. Packaging materials shall be the property of the Purchaser. Machines purchased under this Agreement shall be installed and placed in good working order by IBM. The day (Monday through Friday) following that on which (i) IBM determines that the machine has been placed in good working order, or (ii) the machine is delivered and the Purchaser fails to provide a suitable installation environment, shall be considered the Date of Installation of such machine for all purposes of this Agreement. IBM will notify the Purchaser when the machine has been placed in good working order.

Warranty

Machines purchased under this Agreement may be either newly manufactured by IBM from new and serviceable used parts which are equivalent to new in performance in these machines, or assembled by IBM from serviceable used parts, or machines which have been previously installed. Machines assembled from serviceable used parts and machines previously installed will at the time of shipment meet product functional specifications currently applicable to new machines.

The Purchaser will be responsible for assuring the proper use, management and supervision of the machines and programs, audit controls, operating methods and office procedures, for establishing all the necessary controls over access to data, and for establishing all proper check points and procedures necessary for the intended use of the machines and the security of the data stored therein. The Purchaser agrees that IBM will not be liable for any damages caused by the Purchaser's failure to fulfill these responsibilities. The following warranties shall apply to the machines described herein.

I. Service and Parts Warranty

Commencing on the Date of Installation, IBM will maintain in good working order each Warranty Category A machine for one year and each Warranty Category B or C machine for three months, at no additional charge to the Purchaser. At the Purchaser's request, IBM will make all necessary adjustments, repairs and parts replacements. All replacement parts will be new or equivalent to new in performance when used in these machines. All replaced parts will become the property of IBM on an exchange basis. IBM may, at its option, store maintenance equipment or parts on the Purchaser's premises that IBM deems necessary to fulfill this Warranty.

Service pursuant to this Warranty as required at any time will normally be furnished by IBM's nearest Branch Office or resident location. IBM shall have full and free access to the machines to perform this service. There will be no charge for travel expense associated with warranty services except that actual travel expense shall be charged in those unusual instances where the site at which the machine is located is not normally accessible by private automobile or scheduled public transportation. The Purchaser shall promptly inform IBM of any change in the machine location during the warranty period. Service outside the scope of this Warranty will be furnished at IBM's applicable hourly rates and terms then in effect.

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II. Parts Warranty

For one year commencing on the Date of Installation, IBM warrants each Warranty Category B or C machine (excluding vacuum tubes and solid state and other electronic devices which are warranted for three months) to be free from defects in material and workmanship. IBM's obligation is limited to furnishing on an exchange basis replacements for parts which have been promptly reported by the Purchaser as having been, in his opinion, defective and are so found by IBM upon inspection. All replacement parts will be new or equivalent to new in performance when used in these machines. All replaced parts will become the property of IBM on an exchange basis. No service will be furnished pursuant to this Parts Warranty.

III. Limitations

The foregoing warranties will not apply to repair of damage or increase in service time caused by: accident, transportation, neglect or misuse; alterations (which shall include, but not be limited to, any deviation from circuit or structural machine design as provided by IBM, installation or removal of IBM features, or any other modification of maintenance related activities, whenever any of the foregoing are performed by other than IBM representatives); any machine other than those owned by IBM, under warranty provision of an IBM Purchase Agreement or under an IBM Maintenance Agreement; failure to provide a suitable installation environment with all facilities prescribed by the appropriate IBM Installation Manual—Physical Planning (including but not limited to, failure of, or failure to provide adequate electrical power, air conditioning or humidity control); the use of supplies or materials not meeting IBM specifications for such installation; or the use of the machine for other than data processing purposes for which designed.

IBM shall not be responsible for failure to provide service or parts due to causes beyond its control or required to adjust or repair any machine or part if it would be impractical to do so because of alterations in the machine or its connection by mechanical or electrical means to another machine or device or if the machine is located outside the United States, Puerto Rico or the Canal Zone.

Maintenance, Service and Parts

IBM will, if requested, provide the Purchaser with maintenance service for the machines, and repair or replacement parts, as long as they are generally available, on the basis of IBM's established prices and terms prevailing at the time.

Configuration Changes, Additional Features, Model Conversions

By agreement between IBM and the Purchaser, changes in the configuration of machines described herein may be made prior to the date of shipment. Additional features and model conversions which are field installable may be ordered in writing by the Purchaser under this Agreement, at any time after its acceptance by IBM, for installation in the machines subject to the then prevailing prices and terms and conditions.

Commencing on the Date of Installation of an additional feature or model conversion increment the following warranties as described

above, shall apply thereto: (i) a one year Service and Parts Warranty if installed on a Warranty Category A machine; (ii) a three month Service and Parts Warranty if installed on a Warranty Category B machine; or (iii) a three month Parts Warranty if installed on a Warranty Category C machine. In addition to the foregoing, an additional feature or model conversion increment installed on a Warranty Category B or C machine within one year of the Date of Installation of the machine will have the unexpired Warranty, if any, of such machine.

Accessories, Engineering Changes, Cards, Tapes and Supplies

IBM will, upon request, furnish to the Purchaser, at IBM's established prices and terms prevailing at the time, any machines, attachments, features and engineering changes as IBM shall have available for sale and which may be suitable for use on, or in connection with, the machines. But IBM makes no representation that such machines, attachments, features or engineering changes which may be announced in the future, will be suitable for use on, or in connection with, these machines. IBM will also furnish to the Purchaser, upon request, at IBM's established prices and terms prevailing at the time, cards, tapes and other supplies used in the operation of the machines, as long as IBM has them available for sale.

Limitation of Liability

The foregoing warranties are in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Purchaser further agrees that IBM will not be liable for any lost profits, or for any claim or demand against the Purchaser by any other party, except a claim for patent infringement as provided herein.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment may be brought within one year after the date of last payment.

In no event will IBM be liable for consequential damages even if IBM has been advised of the possibility of such damages.

Patent Indemnity

IBM will defend at its own expense, any action brought against the Purchaser, to the extent that it is based on a claim that the machines supplied by IBM, or the operation of such machines pursuant to a current release and modification level of any Type I program or System Control Programming furnished by IBM, infringe a United States patent and, IBM will pay those costs and damages finally awarded against the Purchaser in any such claim, but such defense and payments are conditioned on the following:

- (i) that IBM shall be notified promptly in writing by the Purchaser of any notice of such claim; and
- (ii) that IBM shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; and
- (iii) should the machines, or the operation thereof, become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a United States patent, that the Purchaser shall permit IBM, at its option and expense, either to procure for the Purchaser the right to continue using the machines, to replace or modify the same so that they become non-infringing, or to grant the Purchaser a credit for such machines as depreciated and accept their return. The depreciation shall be an equal amount per year over the life of the machines as established by IBM.

IBM shall have no liability to the Purchaser under any provision of this clause with respect to any claim of patent infringement which is based upon:

- (i) the combination, or utilization, of machines furnished hereunder with machines or devices not made by IBM; or
- (ii) the operation of machines furnished by IBM pursuant to any program other than, or in addition to, the aforementioned Type I programs or System Control Programming; or
- (iii) the modification by the Purchaser of machines furnished hereunder or of the aforementioned Type I programs or System Control Programming.

The foregoing states the entire liability of IBM with respect to infringement of patents.

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General

This Agreement is not assignable without written permission from IBM; any attempt to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

This Agreement will be governed by the laws of the State of New York. It constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

This Agreement may only be changed in a writing, executed on behalf of IBM and of the Purchaser. The term "this Agreement" as used herein includes any applicable Installment Payment Agreement, Supplement, or future written amendment made in accordance herewith.

The Purchaser acknowledges that he has read this Agreement, understands it and agrees to all terms and conditions stated herein.

Received by IBM at Sacramento #376

By M. M. Stuckey

M. M. Stuckey
Manager's Name (Type or Print)

On March 1, 1974

Accepted by:

International Business Machines Corporation

By J. E. Asinger, Jr.

J. E. Asinger, Jr.
Name (Type or Print)
Manager, Business Plans and Controls
Title

On 3/21/74

Date

Approved as to Form
Dated 3/21/74
County Council of Yolo County

County of Yolo

By W. E. Duncan

W. E. Duncan

Chairman of the Board of Supervisors
Title

On February 28, 1974

Date

SPECIFICATIONS FOR: IBM 3125 PROCESSING UNIT

Item No.: 1

DESCRIPTION

The IBM 3125 Processing Unit provides main and control storage, plus arithmetic and logic circuits for the data processing system indicated below.

Depending upon the model, up to 262,144 bytes of processor storage are available. The basic main memory cycle time is 430 nanoseconds for 2 bytes. Sixteen general purpose, sixteen control, and four floating point registers are provided.

The system design provides distributed microcoded processors for the independent handling of programs. Included are the Instruction Processing Unit, Input/output Processing, and Diagnostic/Maintenance.

Direct attachment of the IBM 3333 Disk Storage and Control model 1 or the IBM 3340 Direct Access Storage Facility model A2 is provided. One IBM 3330 Disk Storage model 1 or 2 can be attached to the IBM 3333 model 1 providing two, three or four drives. Up to three IBM 3340 model B1 or B2 units can be attached to the IBM 3340 model A2 providing up to eight drives per system.

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The unit has the capability to attach the IBM 3411/3410 model 1, 2, or 3 magnetic tape subsystem. Capability to natively attach the following card I/O units through appropriate Integrated Card I/O Attachments: IBM 2560 Multi-function Card Machine model A1; IBM 3504 Card Reader model A1 or A2; IBM 3525 Card Punch model P1, P2, or P3; and the IBM 5425 Multi-function Card Unit model A1 or A2. Capability to natively attach the IBM 5213 Printer model 1 as a console printer.

Capability to natively attach the IBM 1403 Printer model 2, 7, or N1, or the IBM 3203 Printer model 1 or 2 is provided with the optional Integrated Printer Attachment features.

Capability to natively attach up to six synchronous and up to sixteen asynchronous communication lines is provided by the optional Integrated Communications Adapter and appropriate features.

IBM System/360 Model 20 Compatibility and IBM 1401/1440/1460 Compatibility features are provided to allow execution of the instructions to those systems.

The Operator Console is an integral part of the unit. The standard on-line Video/Display-Keyboard enhances operator-machine communications. Data can be manually entered into processor main storage or into internal registers via the keyboard. Contents of storage or internal registers of the IBM 3125 can be displayed on the Video/Display screen.

The standard console file is the basic microprogram loading device for the system. The console file contains a small read/write file device that provides the microcode for the system on removable magnetic IBM Diskettes.

Standard features include a commercial instruction set, Extended Control Mode, Dynamic Address Translation, Indirect Data Addressing, Program Event Recording, interval timer, time-of-day clock, CPU Timer, clock comparator, store and fetch protect, byte-oriented operand feature, error checking and correction of main storage, automatic instruction retry, audible alarm, and S/370 instructions.

TO BE USED WITH

System: 3825-01450

SELECTIVE FEATURES

Model: FEO
Voltage (Grounded): 230V 3PH
Cabling: On Floor
Color: Blue
CPU Configuration: CPU located behind console table
DASD Attachment -- IBM 3333 or IBM 3340: Yes

BASE MACHINE: 236,200.00

PRICE: 270,270.00

ADDITIONAL FEATURES:

No.	Description	Price
3910	Floating Point	N.C.
4505	1403/5425 Power Supply	13,800 (CON'D)

Page 1 of 5

1A.

3125 Additional Features:

<u>No.</u>	<u>Description</u>	<u>Price</u>
4662	Integrated 1403/002 Printer Attach.	510
4667	Integrated 1403/007 Printer Attach	6,420
4670	Integrated 2560 Attach	6,930
4674	2560 Card Print Control	1,470
4675	3411 Magnetic Tape Attach	4,940
7520	S/360, Mod 20 Compat.	N.C.

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SPECIFICATIONS FOR: IBM 1403 PRINTER

Item No.: 2

DESCRIPTION

The IBM 1403 Printer provides printed output for the data processing system indicated below. Maximum speed depends upon the model. Actual speed depends upon the operation being performed. All format and analysis control is accomplished in the processing unit of the system. A line of printing is presented to the printer in precisely the arrangement to be printed. All information printed is checked against the information received from core storage.

Each print position can print any one of 26 letters, 10 digits, or 12 special characters. A line of printing is spaced ten characters to the inch. Line spacing is either 6 or 8 lines to the inch under operator control. Continuous forms are fed by a tape controlled carriage. A standard 12-channel paper tape is used for forms control. Marginally punched forms from 3 1/2" to 16 3/4" in overall width can be handled. Minimum form depth is 1", maximum is 22" at 6 lines to the inch, or 16 1/2" at 8 lines to the inch.

A dual-speed carriage is furnished as standard on all printers except those used with an IBM 1401 model A system or a model 6 or 7 regardless of system. It provides high-speed skipping at 75 inches a second on skips beyond 8 lines or standard skipping at 33 inches a second on skips of 8 lines or less.

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The printer and carriage open to facilitate loading and alignment of forms. On all models except N1, a double-duty forms stand, in two sections, is used to wheel blank forms to the printer and to wheel away completed forms. The model N1 features sound absorbent covers extending to the floor for reduced noise level and a motorized cover which facilitates operator handling. The acoustical cover design of the model N1 incorporates platforms for the feeding and stacking of forms.

At least one IBM 1416 Interchangeable Train Cartridge, with the desired Special Character Arrangement, is required with each model 3 or N1.

TO BE USED WITH

System: 3825-01450

SELECTIVE FEATURES

Model: 002
Number of Print Positions: 132
Dual-Speed Carriage: 600 lpm
Printing Arrangement: HN2
Color Accent: Blue

PHYSICAL CHARACTERISTICS

Power Requirements 230V 3 PH
Grounded Yes
Heat Dissipation (BTU/Hr., 100% Duty)
Weight (maximum installed)
Dimensions

PRICE OF BASIC MACHINE: 28,500.00

ADDITIONAL FEATURES:

NONE

SPECIFICATIONS FOR: IBM 3411 MAGNETIC TAPE UNIT AND CONTROL

Item No.: 3

DESCRIPTION

The IBM 3411 Magnetic Tape Unit and Control provides magnetic tape input/output and control for magnetic tape drives in the data processing system indicated below.

The unit has read and write tape control and one tape drive unit. It can control its own drive and, depending upon Model and data processing system, up to five IBM 3410 Magnetic Tape Units.

Recording density for all models is 800 or 1600 bytes per inch (bpi).

Depending upon the Model, the data rate for the tape drive is: 20,000, 40,000, or 80,000 bytes per second at 1600 bytes per inch ... at 800 bytes per inch, the data rate is: 10,000, 20,000 or 40,000 bytes per inch.

During write operation, both parity and signal amplitude are checked. During read operations, parity is checked. Single track error correction in flight is provided in 1600 PE recording format. For 9-track, 800 bpi NRZI, track in error (T.I.E.) is provided.

TO BE USED WITH

System: 3825-01450

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SELECTIVE FEATURES

Model: 001
Color: Blue
Color of Tape Reels: White
Voltage (Grounded): 230V 1PH

BASE MACHINE: 17,300.00

PRICE: 25,250.00

ADDITIONAL FEATURES:

3221	Dual Density, Tape Unit	3,670
7361	S/370, Mod 125 Attach	4,280

SPECIFICATIONS FOR: IBM 3410 MAGNETIC TAPE UNIT

Item No.: 4

DESCRIPTION

The IBM 3410 Magnetic Tape Unit provides magnetic tape input/output for the data processing system indicated below. The IBM 3410 model 1 can be used for output from an IBM 3881 Optical Mark Reader model 2.

The IBM 3410 is a single tape drive controlled by an IBM 3411 Magnetic Tape Unit and Control except when a model 1 is attached to an IBM 3881 model 2.

Recording density for all models is 800 or 1600 bytes per inch (bpi).

Depending upon the model, the data rate is: 20,000, 40,000 or 80,000 bytes per second at 1600 bytes per inch. At 800 bytes per inch, the data rate is 10,000, 20,000 or 40,000 bytes per second.

During write operations, both parity and signal amplitude are checked. When used with an IBM 3881, both are checked in 800 bpi NRZI ... signal amplitudes only in 1600 bpi.

During read operations, parity is checked.

Single track error correction in flight is provided in 1600 bpi PE recording format. For 9-track, 800 bpi NRZI, track in error (T.I.E.) is provided except when a model 1 is used with an IBM 3881.

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TO BE USED WITH

System: 3825-01450

SELECTIVE FEATURES

Model: 001
Color: Blue
Color of Tape Reels: White
Voltage (Grounded): 230V 1PH

BASE MACHINE: 7,850.00

PRICE: 10,400.00

ADDITIONAL FEATURES:

3211 Single Density 2,550

SPECIFICATIONS FOR: IBM 3340 DIRECT ACCESS STORAGE FACILITY

Item No.: 5

DESCRIPTION

The IBM 3340 Direct Access Storage Facilities provide multiple capacity, high-speed, direct access storage for attachment to the data processing system indicated below.

The model A2 contains two disk storage drives and associated control for attachment to the data processing system. It provides logic and power for the attachment of up to three model B units.

The model B1 contains one disk storage drive. It can be intermixed with the model B2 to provide 3, 5 or 7 drive configurations.

The model B2 contains two disk storage drives. Up to three model B2s can be attached to a model A2.

Each unit contains an air filtration system and the load/unload mechanism for the IBM 3348 Data Module. It features low cost, multiple capacity, fast access and a high data rate.

It introduces a new design in which a sealed cartridge, the IBM 3348 Data Module, contains the disks, access arms, read/write heads and spindle. Because of the two IBM 3348 Data Module models available, multiple capacity options on each drive are possible due to the modularity provided by this unique design.

The data rate is 885,000 bytes per second. Average access time is 25 ms with a minimum of 10 ms and a maximum of 50 ms.

IBM 3348 Data Modules are automatically loaded after being placed in the drive, the drive cover is closed and a switch is turned on. The IBM 3348 is a sealed unit and requires no cover removal. Start up time is less than 20 seconds.

Read Only -- a switch is provided on every drive. This switch is activated by inserting a latch in the IBM 3348. When the latch is not inserted, the IBM 3348 is protected from being written upon or erased.

TO BE USED WITH

System: 3825-01450

SELECTIVE FEATURES

Model: A02
Voltage (Grounded): 230V 60CY 3PH
Color: Blue
System Attachment: S/370, Mod 125

BASE MACHINE: 40,000.00

PRICE: 40,000.00

ADDITIONAL FEATURES:

NONE

Micro Fiche

AGREEMENT NO. 74-33

REVISION AGREEMENT

BANK OF AMERICA

National Trust and Savings Association

Woodland Branch
Woodland, California 95695

FILED

APR - 8 1974

LAURENCE P. HENIGAN, C. C.
By *Barbara A. Rodgers*

1) This refers to the loan evidenced by an Installment Payment Agreement bearing Branch Office No. 376 and Customer Number 99481-00 by and between International Business Machines Corporation as Seller and County of Yolo as Purchaser covering:

Micro Fiched

<u>Quantity</u>	<u>Type</u>	<u>Model</u>	<u>Warranty Category</u>	<u>Description</u>
1	3125	FEO	A	Processing Unit
1	1403	002	C	Printer
1	3411	001	B	Magnetic Tape Unit & Cont
1	3410	001	B	Magnetic Tape Unit
1	3340	A02	B	Direct Access Storage Facility

(Said Agreement having previously been assigned to Bank of America National Trust & Savings Association) be and hereby is amended in that future payments shall be made in amounts and at times as follows: \$67,736.65 on July 1, 1974 and four (4) equal successive annual installments of \$67,736.65 beginning July 1, 1975 until July 1, 1978 on which date the entire balance of principal and interest then unpaid shall be due and payable.

The payment schedule as set forth above includes interest in like lawful money from April 1, 1974 at the rate of 4 $\frac{1}{2}$ % per annum.

2) The aforementioned Installment Payment Agreement be and hereby is amended in that all remittances are to be made at Bank of America, National Trust & Savings Association 199 Main Street, Woodland, California 95695, and further the Purchaser agrees to notify Bank of America of non-allocation of funds for periodic payment at the earliest possible time by a letter direct to Bank of America, National Trust & Savings Association, 199 Main Street, Woodland, California 95695.

REVISION AGREEMENT (cont'd.)

This agreement is a revision only, and not a novation; and except as herein provided, all the terms and conditions of said Installment Payment Agreement, Security Agreement, or other document of lien or encumbrance shall remain in full force and effect.

Micro Fiched

Executed at Woodland, California, this 1 day of April, 1974

COUNTY OF YOLO, a political sub-
division of the State of California

The foregoing is accepted this

1st day of April, 1974.

BANK OF AMERICA, NT&SA

By: PK. [Signature]

BY: [Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

Approved as to Form

Dated

County Clerk of Yolo County

International Business Machines Corporation

Yolo County
Agreement No. 74-34

Yonkers, New York 10504

Installment Payment Agreement
(State and Local Government)

To: International Business Machines Corporation

Branch Office Address:

520 Capitol Mall
Sacramento, California 95814

Agreement No. 110034

Br. Off. No.: 376

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

Customer No.: 99481-00

Micro Fiched

This Installment Payment Agreement supplements and amends Agreement No. , dated , 19 , between International Business Machines Corporation (hereinafter called IBM) and the above-named Purchaser with respect to the following IBM machines and features (hereinafter collectively called the machines) referred to in said Agreement:

Type	Model	Description	Quantity	Unit Price	Amount
3125	FEO	Processing Unit	1	270,270.00	270,270.00
1403	002	Printer	1	28,500.00	28,500.00
3410	001	Magnetic Tape Unit	1	10,400.00	10,400.00
3411	001	Magnetic Tape Unit	1	25,250.00	25,250.00
3340	A02	Direct Access Storage Facility	1	40,000.00	40,000.00

TOTAL 374,420.00

Terms and Conditions

1. Cash Price (if this were a cash sale)	\$ 374,420.00
2. Cash Down Payment	\$ 61,100.00
3. Unpaid Cash Price (Item 1 minus Item 2)	\$ 313,320.00
4. Interest	\$ 38,570.00
5. Contract Time Balance (Sum of Items 3 and 4)	\$ 351,890.29
6. Insurance Charges	\$ None
7. Official Fees (Filing or Recording)	\$ None
8. State and Local Taxes (if applicable)	\$ 18,721.00
9. Total Cash Payment (Sum of Items 2 and 8)	\$ 79,821.00
10. Total Time Sale Price (Sum of Items 5 and 9)	\$ 431,711.29

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

2120-1234-2
(10/1/60)

Yolo County

The foregoing Agreement is a Correct Copy of the Original on file in this Office.

Spil 1 19 24

Barbara Rodgers

The Purchaser promises to pay to full the Total Cash Payment consisting of the Down Payment and taxes (if applicable) (a) upon the date of installation of the machines or (b) with respect to installed machines, on the effective date of the purchase, and to pay the Contract Time Balance in consecutive Periodic Payments including interest for the Fiscal Periods as set forth below:

PAYMENT PLAN I			PAYMENT PLAN II		
Fiscal Period	(Annual) (Biennial) Periodic Payment	Interest (Included in Payment)	Monthly Payment	Total of Monthly Payments for Fiscal Period	Total Interest for Fiscal Period (Included in Payments)
1	21,061.23	5,395.23			
2	76,486.94	13,822.94			
3	72,800.82	10,136.82			
4	69,114.71	6,450.71			
5	65,428.59	2,764.59			
6	46,998.00	.00			

Micro Fiched

The Periodic Payment for Period 1 is due with respect to new machines on the first business day of the month following the month of installation and with respect to installed machines on the first business day of the month following the month of effective purchase, and the Periodic Payments for Periods 2 through six are due on the first business day of each succeeding Fiscal Period. If Payment Plan I has been chosen, payments must be made in full on the due dates. If Payment Plan II has been chosen, payments must be made in equal consecutive monthly installments, beginning on the due dates and continuing on the corresponding day of each month of the Fiscal Period until fully paid. Payments include interest in the appropriate amount indicated above.

All remittances are to be made at IBM Corporation 520 Capitol Mall, Sacramento, Ca. 95814

Notwithstanding the foregoing, if the legislative body appropriate for the Purchaser does not elect to pay for such Periodic Payment for any future Fiscal Period, the Purchaser will not be obligated to pay the Contract Time Balance remaining unpaid beyond the then current Fiscal Period. The Purchaser agrees to notify IBM of such non-payment of the entire balance due by a letter directed to IBM Corporation 520 Capitol Mall, Sacramento, California 95814

Title to the machines and any replacements and additions shall remain in IBM until the Total Time Sale Price is fully paid. In the event that funds are not allocated as provided above, and the Purchaser is unable to make further payments under this contract beyond the then current Fiscal Period, IBM will, within a reasonable time after the end of such Period, enter and take the machines from Purchaser's premises and will retain all sums not paid by Purchaser at that expiration of the Cash Down Payment and Periodic Payments provided, however, that upon Purchaser's request, Purchaser may retain the machines during a reasonable conversion period agreed to by IBM at then current rental charges beginning on the first day following the last Fiscal Period for which payment has been made hereunder. If the machines are not returned to IBM within the conversion period, the machines and any parts and accessories on hand are and will, fully operational and in good working order, ordinary wear and tear excepted, the Purchaser shall reimburse IBM for the actual time and material at IBM's then current rates, expended by IBM to restore the machines to such condition.

The machines shall remain personal property, not become part of the freehold, and be kept at No.

County of Yolo Courthouse

Woodland Yolo California
(City) (County) (State)

General

The Purchaser having been offered the choice of purchasing at the foregoing Cash Price (plus applicable taxes) or at the Total Time Sale Price, has elected to purchase at such Total Time Sale Price.

This Installment Payment Agreement is not assignable by the Purchaser; none of the machines may be leased, assigned or transferred by the Purchaser. Any attempted assignment or transfer by the Purchaser of any of the rights, duties or obligations of this Installment Payment Agreement will be a breach of this contract and will result in termination of the Agreement and repossession of the machines by IBM, with all monies paid to be considered partial compensation for machine use to the date of such repossession.

The Purchaser agrees to assume full responsibility for all taxes and other charges payable in connection with this Agreement and to pay them promptly to the governmental body or agency which levies or assesses such taxes or charges; except that any taxes which the assessing body or agency is not empowered to collect from the Purchaser must be paid to IBM in full on the date of installation of new machines and/or the effective date of purchase of installed machines.

The Purchaser agrees to pay reasonable attorney's fees for enforcing rights after the Purchaser's default; and to satisfy all liens against the machines. Time is of the essence; if any of the Purchaser's payments are not paid promptly when due or if the machines or any of them, be removed, destroyed, or encumbered, or if the Purchaser assigns or disposes of any land or valuable right, interest, property or special property right in the machines, or any of them, this Agreement will be terminated and IBM will:

- (1) retain all monies paid by Purchaser, which will be considered as partial compensation for machine use;
- (2) take the machines from Purchaser's premises (and the machines may be sold with or without notice at private

sale or at public sale, with or without having the machines at the sale, at which sale IBM or assigns may purchase) and

(3) pursue any other remedy permitted by law.

Waiver of any default shall not be a waiver of any other default; all of IBM's rights hereunder are cumulative and not alternative.

If the unit price for any machine is adjusted as provided in the Agreement herein referred to, Items No. 1 through No. 10 on the face hereof and the payments herein agreed to be paid shall be adjusted and this Installment Payment Agreement shall be amended accordingly.

The Purchaser agrees to procure and maintain fire insurance with extended coverage on the machines for the full insurable value thereof for the life of this Installment Payment Agreement, the policy for such insurance being endorsed to show loss payable to IBM and assigns as respective interests may appear. Failure by the Purchaser to obtain such insurance will be deemed a default. Upon request a certificate of such insurance will be furnished to IBM or assigns.

If any of the provisions hereof are in conflict with any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

This Installment Payment Agreement and its attached Worksheet and the Agreement herein re-

ferred to relating to the purchase by the Purchaser of the machines constitute a single agreement and the entire agreement between the Purchaser and IBM with respect to the purchase and sale of, and terms of payment for, the machines listed in the said Agreement. The terms and conditions of this Installment Payment Agreement shall prevail notwithstanding any variance with the terms and conditions of the said Agreement.

NOTICE TO THE PURCHASER

1. Do not sign this contract before you read it or if it contains any blank spaces.
2. You are entitled to an exact copy of the contract you sign.
3. You have the right to pay off in advance the full amount due and to obtain a partial refund of the charge for interest.

THE PURCHASER ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS AGREEMENT AND THE ATTACHED WORKSHEET, AND THE AGREEMENT HEREIN REFERRED TO.

Micro Fiched

Received by IBM at Sacramento #376
By M. M. Stuckey
Manager's Signature
M. M. Stuckey
Manager's Name (Type or Print)
On March 1, 1974
Date

Accepted by:
International Business Machines Corporation
By J. E. Asinger, Jr.
Authorized Signature
J. E. Asinger, Jr.
Name (Type or Print)
Manager, Business Plans & Controls
Title
On 3-21-74
Date
Witness to Seller's Signature
Witness to Seller's Signature

Approved on to Form
Date
County Council of Yolo County

RECEIVED
SACRAMENTO
FEB 29 3 49 PM '74

County of Yolo
By W. E. Duncan
Authorized Signature
W. E. Duncan
Name (Type or Print)
Chairman of the Board of Supervisors
Title
On February 28, 1974
Date
Witness to Purchaser's Signature
Witness to Purchaser's Signature

RIDER A
OF
INSTALLMENT PAYMENT AGREEMENT
(State & Local)

Micro Fiched

1. Notwithstanding any other provision of the Agreement with reference to the time of making any payment, the County shall have the right to defer for not more than two calendar months the making of any payment due on July 1 of any year if the legislative body of the County shall not prior to that date have made its appropriations for the Fiscal year commencing on that date, provided that in that event the amount due on that date shall bear interest thereafter until the date of payment at the annual rate of interest in force on the effective date of this Agreement, if the appropriation for payment of the amount due on that date shall subsequently be made. If the appropriation of the amount due on that date is not made, the machines shall be deemed to have been placed on rent at IBM's then current rental charges, until they are removed by IBM in accordance with terms of the Agreement covering such non-appropriation. The term "then-current Fiscal Period" as used in this Agreement shall mean the latest Fiscal Period for which the legislative body of the County shall have appropriated funds for a payment due under this Agreement.
2. This Agreement, and the Agreement herein referred to shall be governed by the laws of the State of California.

International Business Machines Corporation

Armonk, New York 10504

YOLO COUNTY

AGREEMENT No. 74-34 Continued.

Amendment to Installment Payment Agreement

(State and Local Government—California)

To: International Business Machines Corporation

Reference: Agreement No. N46034

Branch Office Address:

520 Capitol Mall
Sacramento, California 95814

Br. Off. No.: 376

Name and Address of Purchaser:

County of Yolo
Courthouse
Woodland, California 95695

Customer No.: 99481-00

Micro Fiched

This Amendment supplements and amends Agreement No. , dated 19 , between International Business Machines Corporation (IBM) and the above named Purchaser with respect to the payment of State of California sales taxes. Such taxes will be paid by the Purchaser over the term of the Agreement as follows:

1. The amount of tax applicable to the Down Payment will be paid with the Down Payment.
2. The amount of tax applicable to each Periodic Payment will be paid together with each Periodic Payment, in accordance with the attached Revised Payment Plan.
3. In the event the Purchaser elects to pay the remaining balance due in advance, thereby completing the Agreement, the amount of tax applicable to that payment will be paid together with that final payment.

Revised Payment Plan I

Fiscal Period	Total (Annual) (Biennial) Periodic Payment	(Included in Total Periodic Payment)		
		Principal	Interest	Taxes
1	21,061.23	15,666.00	5,395.23	783.30
2	76,486.94	62,664.00	13,822.94	3,133.20
3	72,800.82	62,664.00	10,136.82	3,133.20
4	69,114.71	62,664.00	6,450.71	3,133.20
5	65,428.59	62,664.00	2,764.59	3,133.20
6	46,998.00	46,998.00	.00	2,349.90
* Taxes paid with down payment				3,055.00*

Revised Payment Plan II

Fiscal Period	Total Monthly Payment	(Included in Total Monthly Payment)			Total of Monthly Payments for Fiscal Period
		Principal	Interest	Taxes	
1					
2					
3					
4					
5					
6					

* Sales taxes applicable to this period are based on the gross payment before application of interest.

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

Micro Fiched

MAR 1 8 55 AM '74

RECEIVED
SACRAMENTO

Approved as to Form

Dated

County Council of Yolo County

MAR 28 9 50 AM '74

Received by IBM at Sacramento #376

By

Manager's Signature

Manager's Name (Type or Print)

On March 1, 1974 Date

Accepted by:
International Business Machines Corporation

By

Authorized Signature

Name (Type or Print)

Title

On Date

Witness to Seller's Signature

Witness to Seller's Signature

County of Yolo

By

Authorized Signature

Name (Type or Print)

Chairman of the Board of Directors

On February 28, 1974 Date

Witness to Purchaser's Signature

Witness to Purchaser's Signature

AGREEMENT NO. 74-35

International Business Machines Corporation

Armonk, New York 10504

License Agreement for IBM Program Products

To: International Business Machines Corporation

License Agreement No.:

Branch Office Address:

Branch Office No.: 376

520 Capitol Mall
Sacramento, California 95814

Customer No.: 99481-00

Name and Address of Customer:

County of Yolo
Courthouse
Woodland, California 95695

Micro Fiched

International Business Machines Corporation (IBM), by its acceptance of this Agreement by signature at its Regional or Divisional headquarters, agrees to grant and the Customer agrees to accept on the following terms and conditions nontransferable and nonexclusive licenses to use the Program Products including basic material (together referred to as licensed programs) and related optional materials (optional materials), listed on the last page of this Agreement and those which are ordered from time to time by the Customer subject to written confirmation by IBM.

Term

This Agreement is effective from the date on which it is accepted by IBM and shall remain in force until terminated by the Customer upon one month's prior written notice, or by IBM as provided below.

Certain programs licensed hereunder shall be made available for a pre-installation testing period (testing period) as specified by IBM in the Program Product list on the last page of this Agreement or in a Supplement to License Agreement for IBM Program Products. The testing period will begin 10 days after shipment of the program by IBM and will end upon expiration of the specified period, or upon the Customer achieving productive use of the program, whichever is earlier. After this testing period the minimum use period for each license under this Agreement is one month from the commencement of monthly charges. For programs for which IBM does not specify a testing period, the minimum use period will begin 10 days after shipment of the program by IBM. Any license under this Agreement may be discontinued by the Customer upon written notice at any time during the testing period, or at the conclusion of the minimum use period, or at any time thereafter upon one month's prior written notice. IBM may discontinue any license or terminate this Agreement if the Customer fails to comply with any of the terms and conditions of this Agreement, or as provided in the section of this Agreement entitled "Patent and Copyright Indemnification". Notice of discontinuance of any program license will be notice of discontinuance of any license for optional material obtained in connection with such program license. Notice of discontinuance of any or all licenses shall not be considered notice of termination of this Agreement unless that is specifically stated.

License

Each program license granted under this Agreement authorizes the Customer to use the licensed program in any machine readable form on a single central processing unit designated by type/serial number and its associated units (together referred to as CPU) or on the CPU designated under another then current license for the identical Program Product. Each optional material license granted under this Agreement authorizes the Customer to use the optional material in any machine readable form on the designated CPU or on the CPU designated under another then current license for the identical Program Product. A separate license is required for each CPU on which the licensed program and/or optional materials in any machine readable form will be used, provided, however, that the license granted under this Agreement for the designated CPU shall be temporarily transferred to (1) one back-up CPU if the designated CPU is inoperative due to malfunction, or during the performance of preventive maintenance, engineering changes or changes in features or model, until the designated CPU is restored to operative status and processing of the data already entered into

the back-up CPU is completed, and (2) to one other CPU for assembly or compilation of the licensed program if the specifications of the designated CPU are such that the licensed program cannot be assembled or compiled on the designated CPU. For each program for which IBM specifies "Installation License Applies" in the Program Product List on the last page of this Agreement or in a Supplement to the License Agreement for IBM Program Products, the reference to "a single Central Processing Unit designated by type/serial number and its associated units" in this section and all references to "the designated CPU" shall mean "the designated CPU and any other CPU located in the same installation as the designated CPU". For the purposes of this Agreement "same installation" shall mean a single room or contiguous rooms unless otherwise agreed to in writing by IBM and "use" is defined as copying any portion of the licensed program's and/or optional material's instructions or data from storage units or media into the CPU for processing. Licenses granted under this Agreement authorize the Customer to utilize licensed programs and/or optional materials, in printed form, in support of the use of such licensed programs and/or optional materials in machine readable form.

Licensed programs and related optional materials which are provided by IBM in printed form under the terms of this Agreement (referred to as program documentation) can be shipped to the Customer by IBM up to six months prior to shipment of the complete program (which includes machine readable materials). Each program license authorizes the Customer to utilize program documentation which is shipped prior to shipment of the complete program, provided that the Customer agrees not to use any such program documentation in machine readable form for any purpose. Within the six month period following the date of shipment of the program documentation by IBM, the Customer agrees that he will request that the complete program be shipped prior to, or at the conclusion of, the six month period or will discontinue his license for that particular program. The provisions for discontinuing a program license hereunder are in addition to those set forth in the section entitled "Term". The provisions of the section entitled "Discontinuance" apply to all program licenses even though only program documentation is shipped.

This Agreement and any of the licenses, programs or materials to which it applies may not be assigned, sublicensed or otherwise transferred by the Customer without prior written consent from IBM. No right to print or copy, in whole or in part, the licensed programs or optional materials is granted hereby except as hereinafter expressly provided.

Charges

Monthly charges are subject to change by IBM upon three months' written notice to the Customer. If the monthly charge is increased for any program license, the Customer may discontinue it upon one month's

Please send all communications to IBM at its branch office address listed above unless notified to the contrary.

written notice to IBM; otherwise, the new charge will become effective.

Monthly charges will commence on the day following the end of the testing period, or 10 days after shipment of the program by IBM if there is no testing period; provided, however, charges will not commence on a Saturday or Sunday. In the event of discontinuance of a program license and reordering the same program for the same installation, the Customer agrees for that particular program license monthly charges and the minimum use period will begin 10 days after shipment of the program by IBM and, therefore, there will be no testing period. Charges will be invoiced in advance and will be payable within thirty days after the date of invoice. Charges for a partial month's use will be prorated based on a thirty-day month.

Certain licensed programs may be subject to an initial charge in addition to monthly charges or a single charge per license period in lieu of monthly charges. Initial and single charges are subject to change without notice.

When shipment of program documentation is requested prior to shipment of the complete program, there will be a charge for the program documentation equal to one month's charge for the complete program (including any initial charge) or the single charge which may be in lieu of monthly charges. If the Customer requests that the complete program be shipped prior to or at the conclusion of the six month period following the date of shipment of the program documentation by IBM, this charge will be credited to the first month's invoice for the complete program. If program documentation has been made available prior to shipment of the complete program and the Customer discontinues and reorders the same program for the same installation, program documentation will not again be made available prior to shipment of the complete program.

There shall be added to any charges under this Agreement amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the licensed programs or optional materials or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the licensed programs or optional materials and taxes based on net income.

License Redesignation

The Customer may notify IBM of his intention to redesignate the CPU on which a licensed program and optional materials are to be used. The redesignation will be effective upon the date specified in an amendment to this Agreement furnished to the Customer by IBM entitled *Confirmation Of Change In Designated CPU*.

Additional Licenses

Under this Agreement the Customer may, from time to time, order additional licenses for a previously licensed program and/or optional material, as well as licenses for other licensed programs and/or optional materials. These orders will be subject to acceptance by IBM under this Agreement and to the terms and conditions then in effect. Orders for additional licenses should reference this Agreement by number. IBM will confirm such orders and grant additional licenses by Supplements to this Agreement.

Basic Materials

Program licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided by IBM in the quantities specified for each program license, and any additional copies in printed form licensed from IBM at the charges in effect at the time of their shipment.

Related Optional Materials

For certain licensed programs IBM will offer to license related optional materials, under this Agreement or under a separate agreement, provided, however, that optional materials will only be available to Customers who have licensed the programs to which such optional materials apply. Optional materials will be provided by IBM in the quantities specified for each optional materials license. Any additional copies in printed form may be licensed at charges in effect at the time of their shipment.

Programming Services

For specified licensed programs, IBM will provide programming services after delivery, without additional charge, to correct licensed program errors and issue corrected releases. However, IBM does not guar-

antee service results or represent or warrant that all errors will be corrected.

The Programming Service Classification of each licensed program will be specified by IBM in the Program Product List for each license. The Programming Service Classification of any licensed program may be changed by IBM upon six months' notice except as provided in the section of this Agreement entitled "Patent and Copyright Indemnification". Some reclassifications may constitute a discontinuance of services.

The Programming Service Classifications are:

Class A

When the Customer encounters a problem which IBM Field Engineering diagnosis indicates is caused by a defect in a current unaltered release of the licensed program, IBM Field Engineering will (1) if the licensed program is inoperable, apply a Program Temporary Fix (PTF) or make a reasonable attempt to develop an emergency bypass and (2) prepare an Authorized Program Analysis Report (APAR) and submit it to an IBM Central Programming Service location.

IBM Central Programming Service will respond to any problem caused by a defect in a current unaltered release of the licensed program by issuing a PTF to the originator of the APAR and/or issuing corrected code or notice of availability of corrected code. Corrections will be incorporated into new releases of the licensed program which will be made available to the Customer by IBM. Any other programming services or assistance will be provided at a charge.

Class B

When the Customer encounters a problem which his diagnosis indicates is caused by a licensed program defect, the Customer may submit an APAR to an IBM Central Programming Service location.

IBM Central Programming Service will respond to any problem caused by a defect in a current unaltered release of the licensed program by issuing a PTF to the originator of the APAR and/or issuing corrected code or notice of availability of corrected code. Corrections will be incorporated into new releases of the licensed program which will be made available to the Customer by IBM.

On request, and subject to availability, IBM Systems Engineering personnel will assist the Customer in (1) diagnosing defects and preparing APARs for submission to an IBM Central Programming Service location, and (2) if the licensed program is inoperable, applying a PTF, or making a reasonable attempt to develop an emergency bypass pending the IBM Central Programming Service response to the APAR submitted. Any other programming services or assistance will be provided at a charge.

Class C

Programming services or assistance will be provided at a charge. Central Programming Service will not be provided, except for corrections applicable to APARs received prior to the date Class C becomes effective for a licensed program previously assigned Class A or Class B.

For program documentation shipped prior to shipment of the complete program, programming services or assistance will be provided at a charge; central programming services will not be provided.

IBM shall have the right to make additional charges for any additional effort required to provide programming services resulting from Customer use of other than a current unaltered release of the licensed program.

Permission to Copy or Modify Licensed Programs

The Customer shall not copy, in whole or in part, any licensed programs or optional materials which are provided by IBM in printed form under this Agreement. Additional copies of printed materials may be licensed from IBM at the charges then in effect.

Any licensed programs or optional materials which are provided by IBM in machine readable form may be copied, in whole or in part, in printed or machine readable form in sufficient number for use by the Customer with the designated CPU, to understand the contents of such machine readable material, to modify the licensed program as provided below, for backup purposes as provided in the section of this Agreement entitled "License", or for archive purposes, provided however, that no more than five printed copies will be in existence under any license at any one time without prior written consent from IBM. The Customer agrees to maintain appropriate records of the number and location of all copies that he may make of licensed programs or optional materials which are provided by IBM in machine readable form. The

original, and any copies of the licensed programs and/or optional materials, in whole or in part, which are made by the Customer shall be the property of IBM.

If the original or any copy of the licensed program or optional materials will be kept at other than the location of the designated CPU, the Customer will notify IBM in writing of a designated location for the original or copy. However, the Customer may transport or transmit a copy or the original of any licensed program to another location when the license is temporarily transferred as provided in the section of this Agreement entitled "License", provided the copy or the original is destroyed or returned to its designated location when the period of temporary transfer is concluded and the license reverts back to the designated CPU.

The Customer may modify any licensed programs and/or optional material, in machine readable form, for his own use and merge it into other program material to form an updated work, provided that, upon discontinuance of the license for such licensed program, the licensed program and optional material supplied by IBM will be completely removed from the updated work and dealt with under this Agreement as if permission to modify had never been granted. Any portion of the licensed program or optional material included in an updated work shall be used only on the designated CPU except during a period of temporary transfer as provided in the section of this Agreement entitled "License", and shall remain subject to all other terms of this Agreement.

The Customer agrees to reproduce and include IBM's copyright notice on any copies, in whole or in part, in any form, including partial copies in modifications, of licensed programs or optional materials made hereunder in accord with the copyright instructions to be provided by IBM.

Protection and Security

The Customer agrees not to provide or otherwise make available any licensed program or optional material, including but not limited to flow charts, logic diagrams and source code, in any form, to any person other than Customer or IBM employees without prior written consent from IBM, except during the period any such person is on the Customer's premises with the Customer's permission for purposes specifically related to the Customer's use of the licensed program or optional materials.

Patent and Copyright Indemnification

IBM will defend at its expense any action brought against the Customer to the extent that it is based on a claim that licensed programs or optional materials, used within the scope of the license hereunder, infringe a copyright in the United States or a United States patent, and subject to the limitation of liability stated herein, IBM will pay any costs, damages, and attorney fees finally awarded against the Customer in such action which are attributable to such claim, provided that, the Customer notifies IBM promptly in writing of the claim and IBM may fully participate in the defense and/or agree to any settlement of such claim. Should the licensed programs or optional materials become, or in IBM's opinion be likely to become, the subject of a claim of infringement of a copyright or a patent, IBM may procure for the Customer the right to continue using the licensed programs or optional materials, or replace or modify them to make them noninfringing. If neither of the foregoing alternatives is reasonably available to IBM, then IBM may discontinue the licensed program and/or optional materials upon one month's written notice to the Customer. If, however, the licensed program and/or optional materials is not the subject of a claim of copyright infringement, the Customer may notify IBM in writing during the one month after IBM's notice of discontinuance that the Customer elects to continue to use the licensed program with respect to the licensed program or optional materials until there has been an injunction or the claim has been withdrawn, and agrees to undertake at the Customer's expense the defense of any action against the Customer and to indemnify IBM with respect to all costs, damages, and attorney fees attributable to such continued use after such notice is given to IBM; if being understood that IBM may participate at its expense in the defense of any such action if such claim is against IBM. Upon IBM's written notice of discontinuance to the Customer, a licensed program with Programming Service Classification A or B will be changed to Programming Service Classification C. IBM shall have no liability for any claim of copyright or patent infringement based on (1) use of other than a current unaltered release of the licensed program or optional materials available from IBM if such infringement would have been avoided by the use of a current unaltered release of the licensed program or optional materials available from IBM or (2) use or combination of the licensed program or optional material with non-IBM programs or data if such

infringement would have been avoided by the use or combination of the licensed program or optional material with other programs or data. The foregoing states the entire liability of IBM with respect to infringement of any copyrights or patents by the licensed programs or optional materials or any parts thereof.

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Responsibilities of the Parties

IBM will publish design objectives and estimated availability dates for licensed programs which it announces. However, IBM does not represent or warrant that such design objectives or estimated availability dates will be met.

IBM will publish Program Product Specifications for each licensed program with Programming Service Classification A or B as the licensed program is included in the IBM Program Information Department Library (Library).

IBM will provide a functional description of each licensed program with Programming Service Classification C as it is included in the Library.

The Customer shall be exclusively responsible for the supervision, management and control of his use of the licensed programs, and/or optional materials, including but not limited to: (1) assuring proper machine configuration, program installation, audit controls and operating methods, (2) establishing adequate backup plans, based on alternate procedures and/or based on access to qualified programming personnel to diagnose, patch, and repair licensed program defects, in the event of a licensed program malfunction and, (3) implementing sufficient procedures and checkpoints to satisfy his requirements for security and accuracy of input and output as well as restart and recovery in the event of a malfunction.

The Customer agrees that he will take appropriate action by instruction, agreement, or otherwise with his employees or other persons permitted access to licensed programs and/or optional materials to satisfy his obligations under this Agreement with respect to use, copying, modification, and protection and security of licensed programs and optional materials.

Delivery

When available from the Library, licensed programs will be shipped to customers generally within one month after confirmation of order, subject to conditions beyond IBM's control, unless the Customer requests a later delivery date. Announced licensed programs will be included in the Library in accordance with IBM's estimated availability date for each licensed program. However, IBM does not represent or warrant that shipment or availability dates will be met.

Program storage media (magnetic tapes and disks) will be provided at a charge by IBM if not supplied by the Customer. Licensed programs will be shipped to the Customer without charge.

Risk of Loss

If any licensed program or optional material is lost or damaged during shipment, IBM will replace the licensed program or optional material and program storage media at no additional charge to the Customer.

If any licensed program or optional material is lost or damaged while in the possession of the Customer, IBM will replace the licensed program or optional material at a charge for program storage media unless it is provided by the Customer.

Discontinuance

Within one month after the date of discontinuance of any license under this Agreement, the Customer will furnish IBM a completed IBM Program Product Certificate of Discontinuance certifying that through his best effort, and to the best of his knowledge, the original and all copies, in whole or in part, in any form, including partial copies in modifications, of the licensed program and any optional material received from IBM or made in connection with such license have been destroyed, except that, upon prior written authorization from IBM, the Customer may retain a copy for archive purposes. However, where the Customer has licensed a successive version of the program, which carries a different program number, the Customer may retain the prior version of the program for backup purposes for a period not to exceed three months following the date of discontinuance. The Customer agrees that any such backup copy will be used only in the event of a problem in the successive version of the program which prevents its use. In no case will both the prior and the successive versions of the program be used simultaneously for productive purposes. Within one month following this three month period, the Customer will furnish IBM

a completed IBM Program Product Certificate of Discontinuance as indicated above.

Warranty

Each licensed program with Programming Service Classification A or B will conform to its published Program Product Specifications when it is shipped to the Customer. Sample data will be shipped with such licensed programs to assure that the Customer has received a valid copy.

Each licensed program with Programming Service Classification C will be distributed on an "as is" basis without warranty.

Limitation of Liability

The foregoing warranty is in lieu of all other warranties express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Customer agrees that IBM's liability hereunder for damages including but not limited to liability for patent infringements, but excluding liability for copyright infringements, regardless of the form of action, shall not exceed the charges paid by the Customer for the particular licensed program or optional materials involved. During the testing period for which no charges have been paid, there shall be no liability hereunder for damages, other than for copyright infringements.

The Customer further agrees that IBM will not be liable for any lost profits, or for any claim or demand against the Customer by any other party, except a claim for patent or copyright infringement as provided herein.

No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one year after the cause of action has accrued, except that, an action for non-payment may be brought within one year after the date of last payment.

In no event will IBM be liable for consequential damages even if IBM has been advised of the possibility of such damages.

IBM hereby grants the Customer nontransferable, nonexclusive licenses under the terms of this Agreement to use the following licensed programs and/or related optional materials in machine readable form on designated serial numbered CPUs and/or to utilize licensed programs and related optional materials in printed form, as specified below.

Program Product List

Program/Material	Programming Service Classification	Designated CPU Type, Serial Number	Designated CPU Location	Installation License Applies	Testing Period (Months)	Estimated Shipment Date	Charges (Monthly Unless Otherwise Stated)
5736/RG1	A	3825	Courthouse	No	1 mo.	03/15/74	96.00
5746/CB1	A	"	Woodland, Ca	No	1 mo.	03/15/74	125.00
5746/LM4	A	"		No	1 mo.	03/15/74	25.00
5746/SM1	A	"		No	1 mo.	03/15/74	60.00
5746/LM3	A	"		No	1 mo.	03/15/74	30.00

Received by IBM at Sacramento/376
DP Branch Office Name/Number

By _____
Manager's Signature

Manager's Name (Type or Print)

On _____
Date

Accepted by:
International Business Machines Corporation

By _____
Authorized Signature

Name (Type or Print)

Title

On _____
Date

General

The terms of this Agreement may be modified by IBM upon six months' written notice to the Customer, except for the terms and conditions which relate specifically to: (1) discontinuance of this Agreement or licenses granted under this Agreement as provided in the section of this Agreement entitled "Term" and the section of this Agreement entitled "Patent and Copyright Indemnification", and (2) charges for licenses granted under this Agreement as provided in the section of this Agreement entitled "Charges". The Customer may terminate this Agreement or discontinue any of the licenses hereunder on the effective date of such modification upon one month's prior written notice to IBM; otherwise, such modification shall become effective.

The term "this Agreement" as used herein includes any future written amendments, modifications or supplements made in accordance herewith.

The terms of this Agreement will take precedence over the terms of any present or future order from the Customer for any licenses hereunder. The Customer agrees that his acceptance of future delivery of any licensed program or optional material from IBM is conclusive evidence of his agreement that the license for such program or optional material is governed by the terms of this Agreement.

If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

The Customer's remedies in this Agreement are exclusive.

The Customer acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and further, agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this Agreement.

This Agreement will be governed by the laws of the State of New York.

The Program Product List may be continued
on the Continuation Sheet.

County of Yolo
Customer

By _____
Authorized Signature

Name (Type or Print)

Title

On _____
Date

PRESS FIRMLY WITH BALL POINT PEN ON A HARD SURFACE FOR MAXIMUM LEGIBILITY.

EX-117-11
LAWRENCE H. BENNETT
By Balsam Rodgers
County

Agreement No. 74-36

Woodland, California

February 19, 1974

DIOCESE OF SACRAMENTO EDUCATION AND WELFARE CORPORATION
Grantor

RIGHT OF WAY CONTRACT -
COUNTY HIGHWAY

Micro Fiched

Document No. 74-1 in the form of a Grant Deed,

covering the following described property:

A parcel of land being a portion of Swamp Land Survey No. 2261 Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the monument at the intersection of S.N.R.R. Co. tracks with the centerline of Linden Road, as said monument is shown on the Record of Survey filed in Book 10 of Maps and Surveys at Pages 80 to 83, in the Office of the Recorder of the County of Yolo; thence South 67°15'48" East 121.80 feet along the centerline of Linden Road; thence North 22°47'12" East 20.00 feet to the Northerly right of way line of Linden Road; THE TRUE POINT OF BEGINNING; THENCE South 67°15'48" East 177.50 feet along said Northerly right of way of Linden Road; thence North 22°47'12" East 20.00 feet; thence North 67°15'48" West 177.50 feet along a line parallel with and 20.00 feet Northerly of said Northerly right of way line Linden Road; thence South 22°47'12" West 20.00 feet along a line parallel with the railroad track to the true point of beginning.

Containing 0.082 Acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County Shall:

1 A. Pay the undersigned grantor the sum of \$100.00 for the
2 property as conveyed by Grant Deed No. 74-1 (herein described)
3 within sixty (60) days after date title to said property vests
4 in, or is in escrow for the County of Yolo, free and clear of
5 all liens, encumbrances, assessments, easements, and leases
6 recorded and/or unrecorded. Micro Fiched

7 This transaction will be handled through an escrow number
8 66965 with Western Title Guaranty Company of Woodland.

9 B. Pay all escrow and recording fees incurred in this
10 transaction including documentary tax stamps, if required, and
11 if title insurance is desired by the County, the premium charged
12 therefore.

13 IN WITNESS WHEREOF, the parties have executed this agree-
14 ment the day and year first above written.

15 Dated: January 29, 1974

16 Recommended for Approval

17 Lloyd H. White
2-25-74 Public Works Director
18 APPROVED AS TO FORM

19 By W. E. McLean
20 Deputy County Counsel

W. E. McLean President
W. E. McLean Director

COUNTY OF YOLO
CHAIRMAN OF THE BOARD OF SUPERVI-
SORS, County of Yolo, State of
California

21
22 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.
23
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APR 12 1974

AGREEMENT NO. 74-37by Raula C. Corral

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and EVERETT E. HUDSON and RUTH C. HUDSON, 19 Overhill Road, Orinda, California 94563, hereinafter referred to as SUCCESSOR,

Micro Fiche

W I T N E S S E T H:

RECITALS:

1. COUNTY and JOHN A. GRAHL and MARY L. STINSON entered into a Land Use Contract, Yolo County Agreement No. 71-548 which was recorded in the Office of the County Recorder of the County of Yolo in Book 1007 of Official Records at Page 474.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-548.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/////

/////

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
2 this agreement as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivi-
4 vision of the State of California

5 BY *W. E. Hudson*
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7
8
9
10 SUCCESSOR -

11 *Everett E. Hudson*
12 EVERETT E. HUDSON

13 *Ruth C. Hudson*
14 RUTH C. HUDSON

15
16
17 STATE OF CALIFORNIA
18 COUNTY OF CONTRA COSTA

19 On this 10th day of March, in the year 1974, before me, Lillian N. Madison,
20 a NOTARY PUBLIC, personally appeared EVERETT E. HUDSON and RUTH C. HUDSON
21 known to me to be the persons whose names are subscribed above.



Lillian N. Madison
Lillian N. Madison
NOTARY PUBLIC

1 STATE OF CALIFORNIA)
2 COUNTY OF YOLO)

3 On February 25, 1974, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN,
5 known to me to be the Chairman of the Board of Supervisors of the
6 County of Yolo, and also known to me to be the person who executed
7 said document on behalf of the County of Yolo, and acknowledged
8 to me that the County of Yolo executed the within instrument pur-
9 suant to a resolution of its Board of Supervisors. Micro Fiches

10 WITNESS my hand and official seal the day and year first
11 above appearing.

12 LAURENCE P. HENIGAN, COUNTY CLERK

13
14 BY Barbara A. Rodgers DEPUTY

15
16
17
18 STATE OF CALIFORNIA)
19 COUNTY OF YOLO)

20 On _____, 1974, before me, the undersigned
21 County Clerk of the County of Yolo, personally appeared EVERETT
22 E. HUDSON and RUTH C. HUDSON, known to me to be the persons whose
23 names are subscribed to the within instrument and acknowledged to
24 me that they executed the same.

25 WITNESS my hand and official seal the day and year first
26 above appearing.

27 LAURENCE P. HENIGAN, CLERK

28
29 BY _____ DEPUTY

ADDITION TO PRESERVE NO. 76

Property Owners: Everett E. Hudson and Ruth C. Hudson

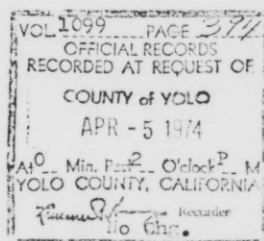
Assessor's Parcel: 18-241-11

Micro Fiched

Description:

All that certain real property situate, lying and being in the County of Yolo, State of California, more particularly described as follows:

Blocks 1, 2, 4, 5, and 8, Barnes Tract, according to the Official Plat thereof, filed for record in the Office of the Recorder of Yolo County, California on March 21, 1894, in Book 1 of Maps at Page 42.



4653

BOOK 1099 PAGE 397

Recorded
Document

APR 15 1974

AGREEMENT NO. 74-72

LAWRENCE P. HENDERSON Clerk

By Paula C. Corral

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RICHARD N. BLOOM and BETTY D. BLOOM, his wife, as joint tenants, Box 70, Brooks, California 95606, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and J. W. POWELL and ESTHER FERN POWELL entered into a Land Use Contract, Yolo County Agreement No. 72-284 which was recorded in the Office of the County Recorder of the County of Yolo in Book 1051 of Official Records at Page 625.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 72-284.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/////

/////

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
2 this agreement as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdivi-
4 sion of the State of California

5 BY W. E. Duncan
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7
8
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10 Micro Fiched

11
12 SUCCESSOR -
13 Richard N. Bloom
14 RICHARD N. BLOOM

15
16 Betty D. Bloom
17 BETTY D. BLOOM

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100-1089-10392

1 STATE OF CALIFORNIA)
2 COUNTY OF YOLO)

3 On February 25, 1974, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN,
5 known to me to be the Chairman of the Board of Supervisors of the
6 County of Yolo, and also known to me to be the person who executed
7 said document on behalf of the County of Yolo, and acknowledged
8 to me that the County of Yolo executed the within instrument pur-
9 suant to a resolution of its Board of Supervisors. Micro Fished
10 WITNESS my hand and official seal the day and year first
11 above appearing.

12 LAURENCE P. HENIGAN, COUNTY CLERK

13 BY Barbara Rodgers
14 DEPUTY

15
16
17
18 STATE OF CALIFORNIA)
19 COUNTY OF YOLO)

20 On February 28, 1974, before me, the undersigned
21 County Clerk of the County of Yolo, personally appeared RICHARD N.
22 BLOOM and BETTY D. BLOOM, known to me to be the persons whose
23 names are subscribed to the within instrument and acknowledged to
24 me that they executed the same.

25 WITNESS my hand and official seal the day and year first
26 above appearing.

27 LAURENCE P. HENIGAN, CLERK

28 BY Barbara Rodgers
29 DEPUTY

ADDITION TO PRESERVE NO. 76

Property Owners: Richard N. Bloom and Betty D. Bloom,
his wife, as joint tenants

Assessor's Parcel: 18-461-11

Micro Fiched

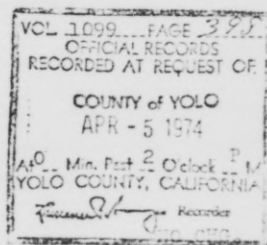
All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Lots 16 and 24 of Guinda Colony Tract, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 47.

PARCEL 2:

Block 17, Guinda Colony Tract, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on July 13, 1892 in Book 1 of Maps, at page 47.



AGREEMENT NO. 74- 29

Paula C. Conal

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and R. BARRY SIRARD and GEORGIA T. SIRARD, his wife, as community property, 418 Baylor Drive, Woodland, California 95695, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and GILBERT KOEBEL and VIVIAN F. KOEBEL, his wife, entered into a Land Use Contract, Yolo County Agreement No. 71-506 which was recorded in the Office of the County Recorder of the County of yolo in Book 1009 of Official Records at Page 680.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-506.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States Mail, postage prepaid, addressed as set forth above.

/////

1009 REC 402

COUNTY OF YOLO, a political subdivision of the State of California

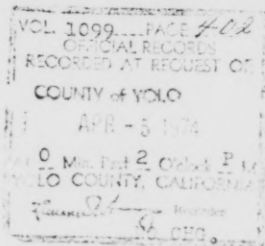
By

Micro Fiched

SUCCESSOR -

R. BARRY SIRARD

GEORGIA T. SIRARD



BOOK 1093 PAGE 403

1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 25, 1974, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN,
5 known to me to be the Chairman of the Board of Supervisors of the
6 County of Yolo, and also known to me to be the person who executed
7 said document on behalf of the County of Yolo, and acknowledged
8 to me that the County of Yolo executed the within instrument pur-
9 suant to a resolution of its Board of Supervisors. Micro Fiches

10 WITNESS my hand and official seal the day and year first
11 above appearing.

12 LAURENCE P. HENIGAN, COUNTY CLERK

13
14 BY Baird A. Rodgers DEPUTY

15
16
17
18 STATE OF CALIFORNIA)

19 COUNTY OF YOLO)

20 On February 28, 1974, before me, the undersigned
21 County Clerk of the County of Yolo, personally appeared R. BARRY
22 SIRARD and GEORGIA T. SIRARD, known to me to be the persons whose
23 names are subscribed to the within instrument and acknowledged to
24 me that they executed the same.

25 WITNESS my hand and official seal the day and year first
26 above appearing.

27 LAURENCE P. HENIGAN, CLERK

28
29 BY Baird A. Rodgers DEPUTY

30 (SEAL)

AGREEMENT NO. 74- 40by Paula C. Coral

(Land Use Contract After Division of Subject
Property and Conveyance of the Entirety of
Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY
AND CONVEYANCE OF THE ENTIRETY OF SUBJECT PROPERTY dated this
25th day of February, 1974, by and between the COUNTY OF YOLO,
a political subdivision, hereinafter referred to as COUNTY, and
DONALD R. PEART and VESTA M. PEART, husband and wife, Route 1,
Box 14A, Arbuckle, California 95912, hereinafter referred to as
SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and HERSHEY CONSERATORSHIP, by Reece Clark, David Adams
and Warren Flournoy both as Administrators of the Estate of
Davidella Hershey, Deceased, and as Conservators of the Estate
of Florence E. Hershey, Conservatee, entered into a Land Use
Contract, Yolo County Agreement No. 70-441 which is recorded
in the Office of the County Recorder of the County of Yolo in
Book 960 of Official Records at Page 329, hereinafter referred
to as Land Use Contract.
2. Said Land Use Contract provides for the execution of a contract
identical to the contract then covering the original parcel on
each parcel created by a division.
3. Hershey Conservatorship, by Reece Clark, David Adams and
Warren Flournoy both as Administrators of the Estate of
Davidella Hershey, Deceased, and as Conservators of the Estate
of Florence E. Hershey, Conservatee, have divided the subject
property of said Land Use Contract by conveying to SUCCESSOR
the property described in Exhibit "A" attached hereto and in-
corporated by reference herein.

1 4. The parties hereto desire to enter into this Land Use Contract
2 After Division of Subject Property and Conveyance of the
3 Entirety of the Subject Property as the contract identical to
4 the contract covering the original parcel.

5 AGREEMENTS:

- 6 1. SUCCESSOR and their heirs, successors and assigns to the
7 Exhibit "A" property shall be bound by all the terms and condi-
8 tions of said Land Use Contract No. 70-441.
9 2. All notices shall be given to SUCCESSOR by delivery personally
10 in writing or by depositing the same in the United States mail,
11 postage prepaid, to the address set forth above. Micro Fiched
12 3. Except as set forth herein, all the terms and conditions of
13 said Land Use Contract No. 70-441 are hereby ratified and con-
14 firmed.

15 IN WITNESS WHEREOF, the parties hereto have executed
16 this Land Use Contract After Division of Subject Property and Con-
17 veyance of the Entirety of Subject Property the day and year first
18 above written.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

BY

W. E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

On this March 7, 1974, before me the undersigned, personally appeared
Donald E. Plart and Vesta M. Peart, known to me to be the persons whose name
is subscribed to the within instrument and acknowledged to me that they
executed the same.

March 7, 1974
Betty L. Randolph
Notary

SUCCESSOR -

Donald E. Plart
DONALD E. PLART

Vesta M. Peart
VESTA M. PEART

1079 REC-105

1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 27, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM E.
5 DUNCAN, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a minute order of its Board of Supervisors.

10 WITNESS MY HAND and official seal the day and year first
11 above appearing. Micro Fiched

12
13 LAURENCE P. HENIGAN, COUNTY CLERK

14 BY Baileys A. Rodgers DEPUTY
15
16
17
18

19 STATE OF CALIFORNIA)

20 COUNTY OF YOLO)

21 On this _____ day of _____, 1974, before
22 me the undersigned County Clerk of the County of Yolo, personally
23 appeared _____,
24 known to me to be the person whose name is subscribed to the
25 within instrument and acknowledged to me that they executed the
26 same.

27 WITNESS MY HAND and official seal the day and year first
28 above appearing.

29 LAURENCE P. HENIGAN, COUNTY CLERK

30 BY _____ DEPUTY
31
32

(SEAL)

"EXHIBIT A"

ADDITION TO RESERVE NO. 59

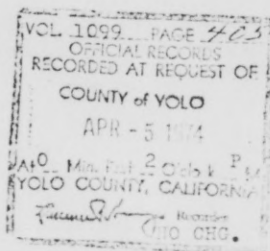
DONALD R. PEART AND VESTA M. PEART

ASSESSOR'S PARCEL: 18-010-09

Micro Fiche

All that real property situated in the County
of Yolo, State of California, described as follows:

The Northwest one-quarter (NW 1/4) of Section One,
T. 12 N., R. 2 W., M.D.B. & M., being approximately
155 acres.



4656

1099 PAGE 403

RECORDED
DocumentAGREEMENT NO. 74-11*Barbara R. Gage* (Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ANDREW MARTINO and SYLVIA MARTINO, 4831 Myrtle Drive, Concord, California, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and LILLIAN EVERETT entered into a Land Use Contract, Yolo County Agreement No. 71-589 which was recorded in the Office of the County Recorder of the County of Yolo in Book 1005 of Official Records at Page 233.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-589.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

30 /////

31 /////

32 /////

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
2 this agreement the day and year first above written.

3 COUNTY OF YOLO, a political subdivi-
4 sion of the State of California

5 BY Mr. E. American
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7
8 Micro Fiches

9 VOL 1102, 173-427
10 OFFICIAL RECORDS
11 RECORDED AT REQUEST OF
12 COUNTY OF YOLO
13 MAY - 2 1974
14 113 173-427 8 0000 A
15 YOLO COUNTY, CALIFORNIA
16 113 173-427 8 0000 A
17 113 173-427 8 0000 A
18 113 173-427 8 0000 A
19 113 173-427 8 0000 A
20 113 173-427 8 0000 A
21 113 173-427 8 0000 A
22 113 173-427 8 0000 A
23 113 173-427 8 0000 A
24 113 173-427 8 0000 A
25 113 173-427 8 0000 A
26 113 173-427 8 0000 A
27 113 173-427 8 0000 A
28 113 173-427 8 0000 A
29 113 173-427 8 0000 A
30 113 173-427 8 0000 A
31 113 173-427 8 0000 A
32 113 173-427 8 0000 A

SUCCESSOR

Andrew Martino
ANDREW MARTINO

Sylvia Martino
SYLVIA MARTINO

26th day of April, 1974

Juliet H. Van Lee
Juliet H. Van Lee

113 173-427 8 0000 A
JULIET H. VAN LEE
YOLO COUNTY, CALIFORNIA
APR 26 1974
113 173-427 8 0000 A

1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 27th, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM E.
5 DUNCAN, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a resolution of its Board of Supervisors.

10 WITNESS my hand and official seal the day and year first
11 above appearing. Micro Fiched

12 LAURENCE P. HENIGAN, COUNTY CLERK

13
14 BY Balmain Rodgers DEPUTY

15
16
17
18
19 STATE OF CALIFORNIA)

20 COUNTY OF YOLO)

21 On _____, 1974, before me, the undersigned
22 County Clerk of the County of Yolo, personally appeared
23 _____,
24 known to me to be the persons whose names are subscribed to the
25 within instrument and acknowledged to me that they executed the
26 same.

27 WITNESS my hand and official seal the day and year first
28 above appearing.

29 LAURENCE P. HENIGAN, COUNTY CLERK

30
31 BY _____ DEPUTY

EXHIBIT "A"

ADDITION TO PRESERVE NO. 8

Property Owners: Andrew Martino and Sylvia Martino

Assessor's Parcel: 18-542-09

Micro Fiched

A part of the Rancho Canada de Capay, beginning at a gas pipe driven into the ground on the division line between J.B. and L.P. Everett, it being on North line of lane referred to in deed from J.B. Everett to L.P. Everett dated October 23rd, 1888, and recorded in Book 44 of Deeds page 62, and further defined as being South $70 \frac{3}{4}^{\circ}$ West and 13 $\frac{3}{10}$ feet distant from the Southeast corner of L.P. Everett's Southern Addition to the Guinda Colony Tract, and running thence South $17^{\circ} 57'$ East 1,026 feet to a pipe driven into the ground; thence North $80^{\circ} 1'$ East 58 $\frac{3}{10}$ feet; thence South $1^{\circ} 23'$ East parallel to and 15 feet west of a row of fruit trees 1,300 feet to an arroyo; thence along the center of the arroyo as follows: South $29^{\circ} 40'$ East 95 feet; South 46° West 150 feet; South 14° West 300 feet; South 25° East 75 feet; North $82^{\circ} 35'$ East 100 feet; North $68^{\circ} 10'$ East 350 feet North $56^{\circ} 10'$ East 200 feet; North 76° East 100 feet; North $56^{\circ} 40'$ East 115.00 feet; South $57^{\circ} 25'$ East 80 feet; South $42^{\circ} 35'$ East 111 feet to a point near the junction of Cache Creek; thence along arroyo and gravel bar to the center of Cache Creek; thence up and along center of said creek to a point where the division line between J. B. and L.P. Everett as above referred to intersects the same; thence Westerly and Southerly along said division line to the place of beginning, and being the same land conveyed by J.B. and Elizabeth Everett to F.C. Marshall by deed recorded in Book 52 of Deeds page 113 excepting therefrom so much thereof as was deed by F.C. Marshall to F.C.B. Swets by deed recorded January 2nd, 1895 in Book 52 of Deeds at page 148, records of yolo County, said tract containing about 40 acres of land.

06139

REC-1102 PAGE 430

APR 12 1974

LAWSON & ASSOCIATES, Inc.
By Paula C. ConalAGREEMENT NO. 74-42

(Land Use Contract After Division of Subject
Property and Conveyance of the Entirety of
Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY
AND CONVEYANCE OF THE ENTIRETY OF SUBJECT PROPERTY dated this
25th day of February, 1974, by and between the COUNTY OF YOLO,
a political subdivision, hereinafter referred to as COUNTY, and
LAYTON KNAGGS, hereinafter referred to as SUCCESSOR, and whose
mailing address is P. O. Box 970, Woodland, California 95695,

W I T N E S S E T H:

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RECITALS:

1. COUNTY and REECE CLARK, DAVID ADAMS & WARREN FLOURNOY both as Administrators of the Estate of Davidella Hershey, deceased, and as Conservators of the Estate of Florence F. Hershey, Conservatee, entered into a Land Use Contract, Yolo County Agreement No. 71-315 which is recorded in the Office of the County Recorder of the County of Yolo in Book 970 of Official Records at Page 102, hereinafter referred to as Land Use Contract.
2. Said Land Use Contract provides for the execution of a contract identical to the contract then covering the original parcel on each parcel created by a division.
3. REECE CLARK, DAVID ADAMS & WARREN FLOURNOY both as Administrators of the Estate of Davidella Hershey, deceased, and as Conservators of the Estate of Florence F. Hershey, Conservatee, have divided the subject property of said Land Use Contract by conveying to SUCCESSOR the property described in Exhibit "A" attached hereto and incorporated by reference herein.
4. The parties desire to enter into this Land Use Contract After Division of Subject Property and Conveyance of the Entirety of the Subject Property as the contract identical to the contract

1 covering the original parcel.

2 AGREEMENTS:

- 3 1. SUCCESSOR and his heirs, successors and assigns to the Exhibit
4 "A" property shall be bound by all the terms and conditions of
5 said Land Use Contract No. 71-315.
6 2. All notices shall be given to SUCCESSOR by delivery personally
7 in writing or by depositing the same in the United States mail,
8 postage prepaid, to the addresses set forth above.
9 3. Except as set forth herein, all the terms and conditions of
10 said Land Use Contract No. 71-315 are hereby ratified and con-
11 firmed. Micro Fiched

12 IN WITNESS WHEREOF, the parties hereto have executed
13 this Land Use Contract After Division of Subject Property and Con-
14 veyance of the Entirety of Subject Property the day and year first
15 above written.

16 COUNTY OF YOLO, a political subdivi-
17 sion of the State of California

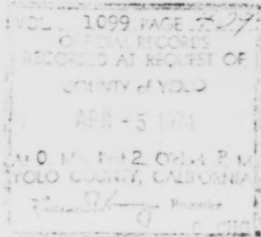
18 BY *W. E. Hinson*

19 CHAIRMAN OF THE BOARD OF SUPERVISORS

20 (SEAL)

21
22
23
24 SUCCESSOR -

25
26 *Layton Knaggs*
27 LAYTON KNAGGS



1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 28, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM E.
5 DUNCAN, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a resolution of its Board of Supervisors.

10 WITNESS MY HAND and official seal the day and year first
11 above appearing.

Micro Fiches

12
13 LAURENCE P. HENIGAN, COUNTY CLERK

14 BY Barbara Palmer DEPUTY
15
16
17

18 STATE OF CALIFORNIA)

19 COUNTY OF YOLO)

20 On this 5th day of March, 1974,
21 before me the undersigned County Clerk of the County of Yolo,
22 personally appeared Gayton Knaggs, known to me
23 to be the person whose name is subscribed to the within instrument
24 and acknowledged to me that he executed the same.

25 Dated this 5th day of March, 1974.

26
27 LAURENCE P. HENIGAN, COUNTY CLERK

28 BY Robt. E. Luce DEPUTY
29
30
31
32

(SEAL)

line beginning on the meanderings of the Sacramento River at a point 19.30 chains South of the north line of Section Eleven (11), Township Ten (10) North, Range Three (3) East, M.D.B. & M.; thence West along said last mentioned line to the point of beginning.

EXCEPTING THEREFROM that portion thereof that lies within the bounds of the property conveyed to Desert Farms of California, Incorporated, by deed recorded February 9, 1967, in Book 818 of Official Records, at page 64.

(Mineral rights in Ranch "A" and Ranch "B" above shall go to the purchaser.)

NORTH GROVE AREA (Parcel III):

Beginning at a point in the center line of Tule Canal that is distant, West 1660.56 feet from the Northeast corner of the Southwest quarter of Section 15, Township 10 North, Range 3 East, M.D.B. & M., thence from said point of beginning along the said center line of Tule Canal South 62° 22' 52" West 1869.43 feet to the approximate center line of the Easterly levee of the Yolo Bypass; thence running Northeastly and Northerly along the center line of said Easterly levee of the Yolo Bypass to its point of intersection with a line extended West from a point in the meanderings of the Sacramento River located 19.30 chains south of the north line of Section 11, Township 10 North, Range 3 East, M.D.B. & M., thence along said last mentioned line, East to the Sacramento River; thence Southerly following the meanderings of said river, to its intersection with the North line of Section 14, Township and Range last afore-said; thence West along the North line of Section 14 and Section 15 to the Northwest corner of the Northeast 1/4 of said Section 15; thence South on said quarter section line 15.74 chains to the northeasterly line of Swamp Land Survey No. 455; thence North 46° 10' West along said northeasterly line 15.46 chains to the most northerly corner of said Swamp Land Survey No. 455; thence South 44° 22' West 22.50 chains to the most westerly corner of Swamp Land Survey No. 455; thence South 47° 15' East along the southwesterly line of said Swamp Land Survey No. 455; to its point of intersection with the approximate center line of the Easterly levee of the Yolo Bypass; thence along said line, South 62° 22' 52" West 1017.82 feet to the point of beginning.

Reserving, however, to the seller, for a period of ten (10) years only from the date of confirmation of sale, one-half of all oil, gas, minerals and other hydrocarbon

substances below a depth of 500 feet under the above-described real property without the right of surface entry.

Note: No representation is or will be made as to the exact acreage contained in any of said described parcels. Should any purchaser require a survey, the same shall be at the sole expense of the purchaser.

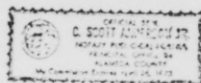
IN WITNESS WHEREOF, WARREN FLOURNOY has executed these presents this 5th day of May, 1972.

Warren Flournoy
WARREN FLOURNOY
Administrator of the Estate of
the above-named decedent.

STATE OF CALIFORNIA
COUNTY OF Yolo ss.

On this 5th day of May, 1972, before me, C. SCOTT ANDERSON, JR., a Notary Public in and for said State, duly commissioned and sworn, personally appeared WARREN FLOURNOY, known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.



C. Scott Anderson, Jr.
C. Scott Anderson, Jr.,
Notary Public for said State.
My commission expires Apr. 26, 1973

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BOOK 1099 PAGE 414

NOV 10 1972 REC 17

BOOK 1099 PAGE 415
NOV 10 1972 REC 18

AGREEMENT NO. 74-43By Paula C. Corral

(Land Use Contract After Division of Subject
Property and Conveyance of the Entirety of
Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY
AND CONVEYANCE OF THE ENTIRETY OF SUBJECT PROPERTY dated this
25th of February, 1974, by and between the COUNTY OF YOLO, a
political subdivision, hereinafter referred to as COUNTY, and
C. D. HUFF, SR. and BERNICE H. HUFF, husband and wife, as Community
Property, hereinafter referred to as SUCCESSOR, and whose mailing
address is Route 3, Box 745, Woodland, California 95695,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and FRED M. LEONARD, Individually, and FRED M. LEONARD
as executrix of the estate of Louie L. Leonard, deceased,
entered into a Land Use Contract, Yolo County Agreement No.
72-58 which is recorded in the Office of the County Recorder
of the County of Yolo in Book 1007 of Official Records at Page
73, hereinafter referred to as Land Use Contract.
2. Said Land Use Contract provides for the execution of a contract
identical to the contract then covering the original parcel
on each parcel created by a division.
3. FRED M. LEONARD, Individually and Freda M. Leonard as execu-
trix of the estate of Louie L. Leonard, deceased, has divided
the subject property of said Land Use Contract by conveying
to SUCCESSOR the property described in Exhibit "A" attached
hereto and incorporated by reference herein.
4. The parties hereto desire to enter into this Land Use Contract
After Division of Subject Property and Conveyance of the
Entirety of the Subject Property as the contract identical to
the contract covering the original parcel.

1 AGREEMENTS:

- 2 1. SUCCESSOR and their heirs, successors and assigns to the
3 Exhibit "A" property shall be bound by all the terms and con-
4 ditions of said Land Use Contract No. 72-58.
- 5 2. All notices shall be given to SUCCESSOR by delivery personally
6 in writing or by depositing the same in the United States mail,
7 postage prepaid, to the addresses set forth above.
- 8 3. Except as set forth herein, all the terms and conditions of
9 said Land Use Contract No. 72-58 are hereby ratified and con-
10 firmed.

Micro Fiched

11 IN WITNESS WHEREOF, the parties hereto have executed
12 this Land Use Contract After Division of Subject Property and Con-
13 veyance of the Entirety of Subject Property the day and year first
14 above written.

15 COUNTY OF YOLO, a political subdi-
16 vision of the State of California

17 BY

Wm E. Sherman
CHAIRMAN OF THE BOARD OF SUPERVISORS

18
19 (SEAL)

20
21
22
23 SUCCESSOR -

24 *C. D. Huff Sr.*
25 _____
C. D. HUFF, SR.

26
27 *Bernice H. Huff*
28 _____
BERNICE H. HUFF

1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 27, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM E.
5 DUNCAN, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a minute order of its Board of Supervisors.

10 WITNESS MY HAND and official seal the day and year first
11 above appearing.

Micro Fiche

12
13 LAURENCE P. HENIGAN, COUNTY CLERK

14 BY Barbara A. Rodriguez
15 DEPUTY

16
17
18 STATE OF CALIFORNIA)

19 COUNTY OF YOLO)

20 On this 27th day of February, 1974, before me
21 the undersigned County Clerk of the County of Yolo, personally
22 appeared C.D. Huff, Sr. and Bernice H. Huff,
23 known to me to be the persons whose names are subscribed to the
24 within instrument and acknowledged to me that they executed the
25 same.

26 WITNESS MY HAND and official seal the day and year first
27 above appearing.

28 LAURENCE P. HENIGAN, COUNTY CLERK

29 BY Barbara A. Rodriguez
30 DEPUTY

31 (SEAL)

32

SCHEDULE C

The land referred to in this Policy is described as:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lots 9 and 10, T. F. Laugeneur Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1912, in Book 4 of Maps and Surveys, page 43. Containing 464.075 acres, more or less.

EXCEPTING THEREFROM the following two parcels:

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- (a) A portion of Section 26 and 27, Township 11 North, Range 2 East, and more particularly described as follows:

BEGINNING at a concrete monument marking the corner common to Sections 26, 27, 34 and 35, as shown on the map of the T. F. Laugeneur Estate Lands, filed in Map and Surveys Book 4, page 43, filed in the office of the Recorder of Yolo County, and running thence from said point of beginning, South 82° 58' West 30.00 feet, more or less, thence North 0° 01' West 239.49 feet, more or less to a point on the centerline of Reclamation District No. 730, Levee Right of Way, thence along said centerline South 86° 01' East 60.16 feet, thence South 0° 01' East 235.23 feet, more or less, thence South 89° 58' West, 30.00 feet, more or less to the point of beginning and containing a gross acreage of 0.326 acres of land.

- (b) A portion of Sections 26, 27, 34 and 35, Township 11 North, Range 2 East, E. D. B. & M., and more particularly described as follows:

BEGINNING at a 3/4" x 60" Iron pipe monument marking the corner common to Sections 34 and 35, Township 11 North, Range 2 East, and Sections 2 and 3, Township 10 North, Range 2 East, as shown on the map of T. F. Laugeneur Estate Lands, filed in Map and Survey Book 4, page 43, in the office of the Recorder of Yolo County, and running thence from said point of beginning, North 82° 44' West 50.00 feet, more or less, thence North 0° 25' East, parallel to and 50.00 feet west of the west line of Section 35, 5341.54 feet to a point on the north line of Section 34, thence continuing parallel to the Section line North 0° 01' West 242.87 feet, more or less, to a point on the centerline of Reclamation District 730 Levee, thence along said levee South 86° 01' East 20.05 feet more or less, thence South 0° 01' East 239.49 feet more or less, to a point on the south line of Section 27, thence North 82° 58' East 60.00 feet more or less along said line, thence North 0° 01' West 235.23 feet, more or less to a point on the centerline of Reclamation District Levee No. 730, thence South 86° 01' East 37.48 feet, more or less, along said levee, thence continuing along said levee South 42° 05' East, 3.83 feet more or less, thence South 0° 01' East, on a line parallel to and 50.00 feet east of the east line of Section 27, 231.19 feet to a point on the South line of Section 26, thence continuing parallel to said Section line, South 0° 25' West, 5341.71 feet to a point on the south line of Section 35, thence South 89° 52' West 50.00 feet more or less, along said line to the point of beginning, and containing a gross acreage of 12.49 acres of land.

PARCEL 2: A portion of the North half of Section 35, Township 11 North, Range 2 East, N. D. M. & M., and particularly described as follows:

BEGINNING at a very old fence corner which marks the Southeast corner of the East 1/2 of the Northeast Quarter of Section 35, and running thence North $6^{\circ} 07' 30''$ East, 1361.37 feet, more or less, along a very old fence line which marks the West boundary line of the East half of the Northeast Quarter of said Section 35, to a point on the Westerly toe of the Westerly levee of Reclamation District Number 730; thence in a Southeasterly direction following the meanders of the said Westerly toe of the levee, 1872.66 feet more or less, to a point on the Southerly boundary line of the North half of the said Section 35, which is marked by a very old fence; thence North $89^{\circ} 56' 30''$ West along the last mentioned fence line 1230.60 feet, more or less, to the point of beginning, containing 20.00 acres.

PARCEL 3: All oil, gas, and other hydrocarbon substances, as well as other gaseous substances and minerals in and under the East Half of the following described property: Micro Fiched

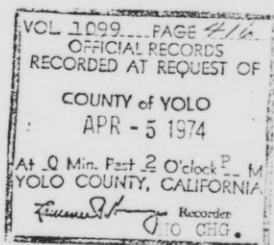
(a) A portion of Sections 26, 27, 34 and 35, T. 11 N., R. 2 E., M. D. E. & M., and more particularly described as follows:

BEGINNING at a $3/4" \times 60"$ iron pipe monument marking the corner common to Sections 34 and 35, T. 11 N., R. 2 E., and Sections 2 and 3, T. 10 N., R. 2 E., as shown on the map of T. F. Laugenour Estate Lands, filed in Map and Survey Book 4, page 43, in the office of the Recorder of Yolo County, and running thence from said point of beginning, N. $89^{\circ} 44' 11''$ W., 50.00 feet more or less, thence N. $0^{\circ} 25' 11''$ E., parallel to and 50.00 feet West of the west line of Section 35, 5341.54 feet to a point on the North line of Section 34, thence continuing parallel to the Section line N. $0^{\circ} 01' 11''$ W., 240.87 feet more or less, to a point on the centerline of Reclamation District 730 levee, thence along said levee S. $86^{\circ} 01' 11''$ E., 20.05 feet more or less, thence S. $0^{\circ} 01' 11''$ E. 239.49 feet more or less, to a point on the South line of Section 27, thence N. $89^{\circ} 58' 11''$ E., 60.00 feet more or less along said line, thence N. $0^{\circ} 01' 11''$ W., 235.23 feet more or less to a point on the centerline of Reclamation District Levee No. 730, thence S. $86^{\circ} 01' 11''$ E., 17.48 feet, more or less, along said levee, thence continuing along said levee, S. $42^{\circ} 05' 11''$ E., 3.83 feet, more or less, thence S. $0^{\circ} 01' 11''$ E., on a line parallel to and 50.00 feet east of the east line of Section 27, 231.12 feet to a point on the South line of Section 26, thence continuing parallel to said Section line, S. $0^{\circ} 25' 11''$ W., 5341.71 feet to a point on the South line of Section 35, thence S. $89^{\circ} 52' 11''$ W., 50.00 feet more or less, along said line to the point of beginning, and containing, more or less, an acreage of 12.49 acres of land, and being a portion of Lots 7, 9, 10 and 11; T. F. Laugenour Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1918, in Book 4 of Maps, and Surveys, at page 43.

(b) A portion of Section 26, 27, T. 11 N., R. 2 E., and more particularly described as follows:

BEGINNING at a concrete monument marking the corner common to Sections 26, 27, 34 and 35, as shown on the map of the T. P. Laugenour Estate Lands, filed in Map and Survey Book 4, page 43, filed in the Office of the Recorder of Yolo County, and running thence from said point of beginning, S. 89° 58' W., 30.00 feet, more or less, thence N. 0° 01' E., 239.49 feet, more or less, to a point on the centerline of Reclamation District No. 730 Levee Right of Way, thence along said centerline S. 86° 01' E., 69.16 feet, thence S. 0° 01' E., 235.23, more or less, thence S. 89° 58' W., 30.00 feet, more or less to the point of beginning, and containing a gross acreage of 0.326 acres of land, and being a portion of Lots 7 and 9, T. P. Laugenour Estate Lands, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on December 30, 1910, in Book 4 of Maps and Surveys, at page 43

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AGREEMENT NO. 74-44

Paua C. Coral

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RICHARD RUMSEY, Route 3, Box 892, Woodland, California 95695, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiches

RECITALS:

1. COUNTY and ELEANOR RUMSEY entered into a Land Use Contract, Yolo County Agreement No. 71-172 which was recorded in the Office of the County Recorder of the County of Yolo in Book 967 of Official Records at Page 262.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNER and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-172.
2. All notices to be given to OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
2 this agreement the day and year first above written.

3
4 COUNTY OF YOLO, a political subdi-
vision of the State of California

5
6 BY W E Hansen
CHAIRMAN OF THE BOARD OF SUPERVISORS

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10 Micro Fiched

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12 SUCCESSOR -

13 Richard Rumsey
14 RICHARD RUMSEY
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1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 27th, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM E.
5 DUNCAN, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a minute order of its Board of Supervisors.

10 WITNESS my hand and official seal the day and year first
11 above appearing.

Micro Fiched

12
13 LAURENCE P. HENIGAN, COUNTY CLERK

14 BY Bailous A. Rodgers
15 DEPUTY
16
17
18

19 STATE OF CALIFORNIA)

20 COUNTY OF YOLO)

21 On February 27, 1974, before me, the undersigned
22 County Clerk of the County of Yolo, personally appeared

23 Richard Rumsey, known to me to be the person whose
24 name is subscribed to the within instrument and acknowledged to me
25 that he executed the same.

26 WITNESS my hand and official seal the day and year first
27 above appearing.

28 LAURENCE P. HENIGAN, COUNTY CLERK

29
30 BY Bailous A. Rodgers
31 DEPUTY
32

(SEAL)

EXHIBIT "A"

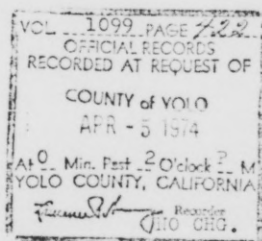
AGRICULTURAL PRESERVE NO. 13

Property Owner: Richard Rumsey

Assessor's Parcels: 25-130-03 and 25-130-25

Micro Fiched

The SE1/4 of the NW1/4 of Section 26, T 10 N., R. 1 E.,
M.D.B. & M., containing 40 acres, more or less.



4689

BOOK 1099 PAGE 425

AGREEMENT NO. 74-45By Paula C. Corral

(Land Use Contract After Division of Subject
Property and Conveyance of the Entirety of
Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY
AND CONVEYANCE OF THE ENTIRETY OF SUBJECT PROPERTY dated this
25th day of February, 1974, by and between the COUNTY OF YOLO, a
political subdivision, hereinafter referred to as COUNTY, and
BERNIE C. GORMAN and VERA W. GORMAN, his wife, as community
property, hereinafter referred to as SUCCESSOR, and whose mailing
address is Route 2, Box 550, Woodland, California 95695,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and MELVIN J. MARCH, et als, entered into a Land Use Contract, Yolo County Agreement No. 70-39 which is recorded in the Office of the County Recorder of the County of Yolo in Book 934 of Official Records at Page 495, hereinafter referred to as Land Use Contract.
2. Said Land Use Contract provides for the execution of a contract identical to the contract then covering the original parcel on each parcel created by a division.
3. MELVIN J. MARCH, Individually and as Executor, has divided the subject property of said Land Use Contract by conveying to SUCCESSOR the property described in Exhibit "A" attached hereto and incorporated by reference herein.
4. The parties hereto desire to enter into this Land Use Contract After Division of Subject Property and Conveyance of the Entirety of the Subject Property as the contract identical to the contract covering the original parcel.

AGREEMENTS:

1. SUCCESSOR and their heirs, successors and assigns to the

BOOK 1690 PAGE 450

1 Exhibit "A" property shall be bound by all the terms and con-
2 ditions of said Land Use Contract No. 70-39.

3 2. All notices shall be given to SUCCESSOR by delivery personally
4 in writing or by depositing the same in the United States mail,
5 postage prepaid, to the address set forth above.

6 3. Except as set forth herein, all the terms and conditions of
7 said Land Use Contract No. 70-39 are hereby ratified and con-
8 firmed. Micro Fiched

9 IN WITNESS WHEREOF, the parties hereto have executed
10 this Land Use Contract After Division of Subject Property and Con-
11 veyance of the Entirety of Subject Property the day and year first
12 above written.

13 COUNTY OF YOLO, a political subdivi-
14 sion of the State of California

15 BY *Joe E. Gorman*
16 CHAIRMAN OF THE BOARD OF SUPERVISORS

17 (SEAL)

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20
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22 SUCCESSOR -

23
24 *Bernie C. Gorman*
25 BERNIE C. GORMAN

26
27 *Vera W. Gorman*
28 VERA W. GORMAN
29
30
31
32

1 STATE OF CALIFORNIA)

2 COUNTY OF YOLO)

3 On February 27, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM E.
5 DUNCAN, known to me to be the Chairman of the Board of Supervisors
6 of the County of Yolo, and also known to me to be the person who
7 executed said document on behalf of the County of Yolo, and
8 acknowledged to me that the County of Yolo executed the within
9 instrument pursuant to a minute order of its Board of Supervisors.

10 WITNESS MY HAND and official seal the day and year first
11 above appearing. Micro Fiched

12 LAURENCE P. HENIGAN, COUNTY CLERK

13 BY Barbara A. Rodgers
14 DEPUTY

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16
17
18 STATE OF CALIFORNIA)

19 COUNTY OF YOLO)

20 On this 8 day of February, 1974, before me
21 the undersigned County Clerk of the County of Yolo, personally
22 appeared Bernie C. Gorman and Vera W. Gorman
23 known to me to be the persons whose names are subscribed to the
24 within instrument and acknowledged to me that they executed the
25 same.

26 WITNESS MY HAND and official seal the day and year first
27 above appearing.

28 ~~LAURENCE P. HENIGAN, COUNTY CLERK~~ *ad*

29 BY Daryl Bleim
30 ~~DEPUTY~~ *ad*



(SEAL)

EXHIBIT "A"

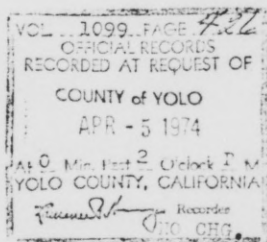
ADDITION TO PRESERVE NO. 3

Property Owners: Bernie C. Gorman and Vera W. Gorman,
his wife, as community property

Assessor's Parcel: 19-382-16

Micro Fiche

The South half (S 1/2) of the Northwest Quarter (NW 1/4)
of Section 25, Township 11 North, Range 1 East, M.D.B. & M.



4690

BOOK 1099 PAGE 429

AGREEMENT NO. 74-46By Raula C. Coral

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and EUGENE R. NELSON & ASSOCIATES, a limited partnership, 7842 Seneca Way, North Highlands, California 95660, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and CECILIA L. STEWART, JULIA M. VIEU, AND HELEN I. SMITH, dealing with their separate property, entered into a Land Use Contract, Yolo County Agreement No. 71-469 which was recorded in the Office of the County Recorder of the County of Yolo in Book 1007 of Official Records at Page 383.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-469.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY *W. E. Anderson*
CHAIRMAN OF THE BOARD OF SUPERVISORS

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SUCCESSOR -

EUGENE R. NELSON & ASSOCIATES

BY *Eugene R. Nelson*
EUGENE R. NELSON, General Partner

100-1099 FILE 431

1 STATE OF CALIFORNIA)
2 COUNTY OF YOLO)

3 On February 25, 1974, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN,
5 known to me to be the Chairman of the Board of Supervisors of the
6 County of Yolo, and also known to me to be the person who executed
7 said document on behalf of the County of Yolo, and acknowledged
8 to me that the County of Yolo executed the within instrument pur-
9 suant to a resolution of its Board of Supervisors.

10 WITNESS my hand and official seal the day and year first
11 above appearing.

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12
13 LAURENCE P. HENIGAN, COUNTY CLERK

14 BY Barbara A. Henigan DEPUTY
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18

(Partnership)

STATE OF CALIFORNIA

COUNTY OF YOLO

On MARCH 4th, 1974, before me, the undersigned,
a Notary Public in and for said State, personally appeared _____
EUGENE R. NELSON

known to me to be ONE GENERAL of the/partners of the partnership that
executed the within instrument, and acknowledged to me that such partnership
executed the same.

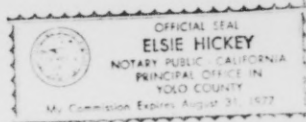
WITNESS my hand and official seal.

Signature Elsie Hickey

ELSIE HICKEY

Name (typed or Printed)

MY COMMISSION EXPIRES: AUGUST 31st, 1977.



ADDITION TO PRESERVE NO. 8

Property Owners: Eugene R. Nelson & Associates, a limited partnership

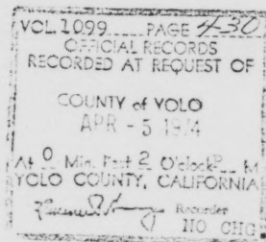
Assessor's Parcel: 18-562-05

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All that real property situate in the County of Yolo, State of California, described as follows:

A portion of the Rancho Canada de Capay, more particularly described as follows:

Commencing at a point in the center of State Highway 16, said point being the Southwest corner of Lot 9 of The Heine Tract, according to the official map thereof filed in the office of the County Recorder of Yolo County on July 13, 1892 in Book 1 of Maps at page 35; thence Southerly along the center line of said State Highway 16, 3,744 feet more or less to the Southwest corner of the property now owned by John L. Contreras et ux, as per deed recorded on December 17, 1964, in Book 783 Official Records at page 95, said point also being the Northwest corner of the parcel described in deed from Harry R. Smith to Hugo A. Hornlein and recorded December 14, 1896 in Book 55 of deeds at page 59, and being the true point of beginning of the property herein described; thence from said true point of beginning, Easterly along the boundary line between the Contreras property and the Hornlein property above referred to, to the centerline of Cache Creek; thence Southerly along the centerline of Cache Creek; to the Northeast corner of that certain property deeded to Jesse Ward Bryan, et ux, by deed recorded April 25, 1956 in Book 403 Official Records, at page 363; thence along the North boundary of said Bryan property 3,885.8 feet to the centerline of said County Road above mentioned; thence North along said centerline of State Highway 16 to the true point of beginning.



BOOK 1099
PAGE 433

AGREEMENT NO. 74-17

Paula C. Corral

(Agreement Amending Land Use Contract)

THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WESLEY P. REIFF and CAROL B. REIFF, his wife, as Community Property, Route 2, Box 645, Woodland, California 95695, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

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RECITALS:

1. COUNTY and MARAJEAN SCARFE and ANN LEATHERS entered into a Land Use Contract, Yolo County Agreement No. 70-82 which was recorded in the Office of the County Recorder of the County of Yolo in Book 937 of Official Records at Page 356.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-82.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
2 this agreement the day and year first above written.

3
4 COUNTY OF YOLO, a political subdi-
vision of the State of California

5 BY Wm E. Blunck
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

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13 SUCCESSOR -

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15 Wesley P. Reiff
16 WESLEY P. REIFF

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18 Carol B. Reiff
19 CAROL B. REIFF

Doc 1099 144-435

1 STATE OF CALIFORNIA)
2 COUNTY OF YOLO)

3 On February 26th, 1974, before me, the undersigned
4 County Clerk of the County of Yolo, personally appeared WILLIAM
5 E. DUNCAN, known to me to be the Chairman of the Board of Super-
6 visors of the County of Yolo, and also known to me to be the
7 person who executed said document on behalf of the County of Yolo
8 and acknowledged to me that the County of Yolo executed the
9 within instrument pursuant to a resolution of its Board of Super-
10 visors.

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11 WITNESS my hand and official seal the day and year first
12 above appearing.

13 LAURENCE P. HENIGAN, COUNTY CLERK

14
15 BY Barbara A. Rodgers DEPUTY

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19 STATE OF CALIFORNIA)
20 COUNTY OF YOLO)

21 On February 27, 1974, before me, the undersigned
22 County Clerk of the County of Yolo, personally appeared WESLEY P.
23 REIFF and CAROL B. REIFF, known to me to be the persons whose
24 names are subscribed to the within instrument and acknowledged to
25 me that they executed the same.

26 WITNESS my hand and official seal the day and year first
27 above appearing.

28 LAURENCE P. HENIGAN, CLERK

29
30 BY Barbara A. Rodgers DEPUTY

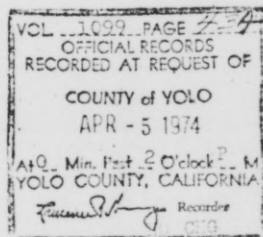
EXHIBIT "A"

ADDITION TO PRESERVE NO. 51

WESLEY P. REIFF AND CAROL B. REIFF

Assessor's Parcel No. 19-542-07

The NE $\frac{1}{4}$ of Section 28, T11N, R2E, M.D.B. & M.



4692

BOOK 1099 PAGE 437

AGREEMENT NO. 74-48 Paula C. Corral

(Agreement Amending Land Use Contract)

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THIS AGREEMENT made and entered into this 25th day of February, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and PAUL W. REIFF & SONS, a partnership, Route 2, Box 640, Woodland, California 95695, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and IRMA SUE SCHLIEMAN, Executor of the Estate of FRIEDA SCHLIEMAN, entered into a Land Use Contract, Yolo County Agreement No. 70-32 which was recorded in the Office of the County Recorder of the County of Yolo in Book 934 of Official Records at Page 470.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 70-32.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/////

1 IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed
2 this agreement as of the day and year hereinabove set forth.

3
4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 BY W. E. Nelson
7 CHAIRMAN OF THE BOARD OF SUPERVISORS
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Micro Fiched

SUCCESSOR -

PAUL W. REIFF & SONS, a partnership

Paul W. Reiff
Paul W. Reiff

1 STATE OF CALIFORNIA)
2 COUNTY OF YOLO)

3 On February 25, 1974, before me, the undersigned County
4 Clerk of the County of Yolo, personally appeared WILLIAM E. DUNCAN,
5 known to me to be the Chairman of the Board of Supervisors of the
6 County of Yolo, and also known to me to be the person who executed
7 said document on behalf of the County of Yolo, and acknowledged
8 to me that the County of Yolo executed the within instrument pur-
9 suant to a resolution of its Board of Supervisors.

10 WITNESS my hand and official seal the day and year first
11 above appearing.

12
13 VOL. 1099 PAGE 438
14 OFFICIAL RECORDS
15 RECORDED AT REQUEST OF
16 COUNTY OF YOLO
17 APR - 5 1974
18 260. Main Flr 2. O'clock P. M.
19 YOLO COUNTY, CALIFORNIA
20 Recorder
21 TO CHG.

LAURENCE P. HENIGAN, COUNTY CLERK

BY Barbara A. Rodgers DEPUTY

Micro Fiched

19 STATE OF CALIFORNIA)
20 COUNTY OF YOLO)

21 On February 27, 1974, before me, the undersigned
22 County Clerk of the County of Yolo, personally appeared _____
23 Wesley P. Reiff and Randall G. Reiff
24 known to me to be two of the partners of the partnership that
25 executed the within instrument, and acknowledged to me that such
26 partnership executed the same.

27 WITNESS my hand and official seal the day and year first
28 above written.

LAURENCE P. HENIGAN, CLERK

BY Barbara A. Rodgers DEPUTY

2
AGREEMENT NO. 74-49

REVISED COUNTY-STATE AGREEMENT NO. 19

FEDERAL-AID SECONDARY OR
EXCHANGE FUND PROJECT

FILED

MAR - 1974

LAURENCE F. HENIGAN, Clerk

By *Bailema A. Rodgers*
Deputy

03

District

Yolo

County

PROJECT NUMBER S-1167(4);BRS-1167(5)

Pedrick Road-Road 98

at Putah Creek

REVISED
THIS/AGREEMENT, made in duplicate this 25th day of
February, 19 74, by and between the COUNTY OF YOLO
a political subdivision of the State
of California, hereinafter referred to as "COUNTY", and the STATE
OF CALIFORNIA, acting by and through the Department of
Transportation, hereinafter referred to as "STATE".

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WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts, Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 and Section 2200 et seq., of the Streets and Highways Code, Federal or Exchange funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of a Federal-aid Secondary or Exchange Dollar project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - Contract Administration

1. The project or projects described in Exhibit A, herein after referred to as "the project" shall be constructed as provided in this agreement.

2. Construction work:

(a) FAS construction shall be performed by contract. STATE/~~XXXXXX~~ shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

(b) Exchange Dollar Construction may be performed by contract or by day labor at the option of the COUNTY provided the competitive bidding requirements of State or local agency laws (whichever are applicable) are met.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

4. Administration of project:

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(a) If STATE is to administer the project, COUNTY shall deposit its share of the estimated cost as specified on Exhibit A with the STATE prior to the time funds are required to reimburse contractor. STATE will bill COUNTY for amount due immediately following Contract award or at option of COUNTY will submit monthly bills during the life of the Contract. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE, acting through State Controller, shall withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

(b) If COUNTY is to administer the project, STATE shall pay the proportionate Federal and State shares of the eligible participating costs within twenty (20) days of COUNTY'S submittal of acceptable monthly progress pay estimates for expenditures on an awarded project.

(c) If the project is a cooperative project and includes work on a state highway, the project shall be the subject of a separate cooperative agreement between the State and County.

5. STATE shall exercise general supervision over FAS work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. Ineligible Work:

(a) On projects subject to Federal regulations, all costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE. Micro Fiched

(b) On projects subject to only STATE regulations, the Exchange Dollar Funds may be used only for road purposes (to FAS standards) on or off the Federal-aid Secondary System.

8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY's option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II - Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement, COUNTY shall pay from its funds the cost acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

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3. Whether or not Federal-aid is to be requested for right of way, should COUNTY, in acquiring right of way for FAS improvement, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in Chapter 5 of Title 23, U. S. Code. The public will be adequately informed of the relocation payments and services which will be available and to the greatest extent practicable no person lawfully occupying real property shall be required to move from his dwelling or to move his business or farm operation without at least 90-days written notice from the COUNTY. COUNTY will provide the State with specific assurance, on each project, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that COUNTY'S relocation program is realistic and is adequate to provide orderly, timely and efficient relocation of displaced persons for the project

as provided in FHWA Instructional Memorandum 80-1-71, dated April 30, 1971. Exchange Dollar projects will comply with applicable State laws.

ARTICLE III - Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, designs, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

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3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds or Exchange funds shall be paid from funds of COUNTY.

ARTICLE IV - Miscellaneous Provisions

1. If Federal funds are used for this project, this agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge, COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to COUNTY funds in the project if such are available therefor.

4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

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(b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work authority or jurisdiction not delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY'S books and records for the purpose of checking costs paid or to be paid by STATE hereunder. All project documents will be available for inspection by authorized State and FHWA personnel at any time during the project development and for a 3-year period after FHWA payment of final voucher.

6. Upon acceptance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE'S satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, eliminated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V - Accommodation of Utilities

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Utility facilities (as defined in U. S. FHWA Policy and Procedure Memorandum 30-4.1) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy agreement setting forth the terms which under the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F-11.04 of the LOCAL ASSISTANCE MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI - Condition of Acceptance

As a condition of acceptance of the Federal-aid, State Matching, and/or Exchange monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal-aid Secondary Program.

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IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF YOLO

By W. E. Hurcan
Chairman, Board of Supervisors

R. J. DATEL
State Highway Engineer

By J. V. Denny
for Chief
Office of Local Assistance

Approval Recommended:

ATTEST: LAURENCE P. MENIGAN
Clerk, Board of
Supervisors

Sam Heller
District Transportation Director

at Barbara C. Rodgers
Secretary

Approved as in form

Dated

3-1-74
County Council of Yolo County

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ARTICLE VII - Project Location and Description of Work Proposed:

Location: FAS Project S-1167(4); BRS-1167(5) on County Road 98
at Putah Creek - Joint Project with Solano County.

Net Length: 0.35 Mile (each County)

Description of Work: Construct bridge and approaches
across Putah Creek.

ARTICLE VIII - Proposed Project Funding:

Cost: (Entire Project)

Preliminary Engineering by Department		\$ 10,000.00
Contract Items	\$ 957,397.00	
Trainees (1)	800.00	
Supplemental Work	<u>5,500.00</u>	
Subtotal	\$ 963,697.00	
Contingencies	<u>48,303.00</u>	
Contract Total		\$1,012,000.00
Construction Engineering by Department		\$ 50,000.00
	TOTAL COST	<u>\$1,072,000.00</u>
	Each County Share	\$ 536,000.00

Financing:

Federal-aid Secondary Funds	\$ 245,663.00
Bridge Replacement Funds	\$ 112,500.00
State Highway Matching Funds	\$ 127,337.00
County Funds	\$ 50,500.00

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ARTICLE IX: Special Covenants

NONE

ARTICLE X - Nondiscrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
Micro Fiched
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of Paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions of non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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RECEIVED

MAR 27 1974

LAURENCE R. HENIGAN, Clerk

AGREEMENT NO. 74-50

By.....2..... (Renewal of Agreement No. 73-43 as Amended
Deputy by Agreement No. 73-274, Agreement for
Physician Services)

3
4
5 THIS AGREEMENT made and entered into this 25th day of
6 February, 1974, by and between the COUNTY OF YOLO, a political sub-
7 division of the State of California, hereinafter referred to as
8 COUNTY, and a group of licensed physicians, VICTOR J. ALBERTAZZI,
9 M. D., THOMAS E. ELLIOTT, M. D., HOMER B. MATTHEWS, M. D., and
10 STANLEY SCHILLING, M. D., DBA MERIDIAN MEDICAL ASSOCIATES, herein-
11 after referred to as CONTRACTOR,

12 W I T N E S S E T H:
13

Micro Fiched

14 RECITALS:

- 15 1. The parties hereto have entered into Yolo County Agreement No.
16 73-43 as amended by Agreement No. 73-274 to provide profes-
17 sional services of duly licensed physicians for the Emergency
18 and Outpatient Departments of Yolo General Hospital.
19 2. The parties hereto desire to renew said Agreement No. 73-43
20 as amended by Agreement No. 73-274.

21 AGREEMENTS:

- 22 1. The term of this renewal agreement shall commence March 1st,
23 1974 and terminate on February 28, 1975.
24 2. In all other respects, the terms and conditions of Agreement
25 No. 73-43 as amended by Agreement No. 73-274 are hereby rati-
26 fied and confirmed.

27 IN WITNESS WHEREOF, the parties hereto have executed
28 this agreement as of the date hereinabove set forth.

29 COUNTY OF YOLO, a political subdi-
30 vision of the State of California

31 BY Wm E. Alameda
32 CHAIRMAN OF THE BOARD OF SUPERVISORS

1 ATTEST:

2 LAURENCE P. MENIGAN, CLERK

3
4 BY Barbara A. Rednas
DEPUTY

5 (SEAL)

6
7
8 Micro Fichea

9
10 MERIDIAN MEDICAL ASSOCIATES

11 BY Victor J. Albertazzi, M.D.
12 VICTOR J. ALBERTAZZI, M. D.

13 BY Thomas E. Elliott, M.D.
14 THOMAS E. ELLIOTT, M. D.

15 BY Homer B. Matthews
16 HOMER B. MATTHEWS, M. D.

17 BY Stanley Schilling, M.D.
18 STANLEY SCHILLING, M. D.

RECEIVED

1 MAR - 6 1974

AGREEMENT NO. 74-51

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk
Baird & Rodgers

By: _____
3 Deputy

LEASE AGREEMENT

4 THIS LEASE AGREEMENT made and entered into this 25th
5 day of February, 1974, by and between the I.O.O.F. HALL ASSOCIATION,
6 hereinafter designated as LESSOR, and the COUNTY OF YOLO, a politi-
7 cal subdivision of the State of California, hereinafter designated
8 as LESSEE;

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9 WHEREAS, LESSOR warrants that it is the owner of that cer-
10 tain building located on the Northwest corner of Main and Third
11 Streets in the City of Woodland, County of Yolo, State of Cali-
12 fornia; and

13 WHEREAS, LESSOR desires to lease a portion of the same
14 which is hereby designated as 723 Main Street, Woodland, California,
15 the parties hereto agree as follows:

W I T N E S S E T H:

16
17
18 1. LESSOR does lease and let to the LESSEE the ground
19 floor and basement of said building, designated as 723 Main Street,
20 Woodland, California, said premises being approximately 3600 square
21 feet in area.

22 2. It is hereby mutually agreed that this lease shall com-
23 mence as of March 1, 1974 for a period of three (3) years, and shall
24 terminate on the 28th day of February 1977; that LESSEE shall have
25 an option to renew this lease for a period of three (3) years pro-
26 viding the same is exercised by written notice delivered to LESSOR
27 not later than ninety (90) days prior to the termination of this
28 lease.

29 That as rent on the said premises, LESSEE agrees to pay
30 to LESSOR the sum of THREE HUNDRED (\$300) DOLLARS per month, pay-
31 able in advance at Woodland, California, on or about the 1st day
32 of each month.

1 3. LESSOR agrees to pay all real estate taxes assessed on
2 said premises, except that from and after March 1, 1974, in addi-
3 tion to the above mentioned rental, LESSEE agrees to pay an addi-
4 tional thirty-three and one-third (33-1/3%) percent of any increase
5 in the amount of real estate taxes over and above those assessed
6 for the year 1967-68, which may be assessed or imposed on the
7 premises known as the I.O.O.F. HALL, located on the Northwest cor-
8 ner of Main and Third Streets, Woodland, California, for land and
9 building, of which the premises are a part, during any and every
10 year during the period of this agreement. Such amount is to be
11 paid and it shall be collectible as rent. A tax bill shall be
12 sufficient evidence of the amount of taxes and for calculation of
13 the amount to be paid by LESSEE.

Micro Fiched

14 4. LESSOR agrees to maintain the exterior as well as the
15 roof of said property; furnish heat for said premises during all
16 normal business hours; to provide restroom for both men and women;
17 and to provide for normal garbage collection service.

18 5. LESSEE shall have the right and privilege, at its own
19 expense, to make such changes and improvements as are necessary to
20 adapt the premises for the conduct of LESSEE'S business. The
21 changes and improvements to remodel shall be done in conformity
22 with the building laws of the city, county, and state. No altera-
23 tions or additions to or on the premises shall be made which shall
24 endanger the safety or value of the building. LESSEE shall pay
25 all costs, expenses, and liabilities arising out of or any way
26 connected with the construction thereof and shall keep the premises
27 and structures thereon free and clear from any and all liens of
28 mechanics or materialmen, and all liens of a similar character
29 arising out of or growing out of the construction, repair, altera-
30 tion, or maintenance of said premises.

31 6. LESSOR agrees to maintain adequate fire insurance only
32 on the buildings of the herein leased premises; LESSEE shall

1 maintain insurance, if it so desires, on the contents owned by it
2 located in said premises.

3 7. LESSEE covenants to indemnify and hold harmless LESSOR
4 against any and all claims arising from the conduct or management
5 of or from any work or thing whatsoever done in or about the
6 leased premises or the equipment therein during said term, or arising
7 during said term from any condition arising from any act or
8 negligence of LESSEE or any of its agents, contractors, or employees,
9 or arising from any accident, injury, fire, or damage whatsoever,
10 however caused, to any person or persons, or to the property of any
11 person, corporation or association, occurring during said term on,
12 in, or about the leased premises, and from and against all costs,
13 counsel fees, expenses, and liabilities incurred in or about any
14 such claim or any action or proceedings brought thereon; and in
15 case any action or proceeding be brought against LESSOR by reason
16 of any such claim, LESSEE, on notice from LESSOR, shall resist or
17 defend such action or proceedings, by counsel retained or employed
18 by LESSEE. Micro Fiched

19 8. LESSEE shall permit LESSOR, its agents or employees,
20 to have access to and enter the said leased premises at all reasonable
21 and necessary times, to inspect said premises for any purpose
22 connected with the repair, improvements, care and management of
23 said leased premises and the building in which the same are
24 situated.

25 9. LESSEE shall pay all charges made against said leased
26 premises for electricity, and telephone service during the continuance
27 of this lease as the same shall become due.

28 10. If any action or suit shall be brought by LESSOR for
29 the recovery of any payment due under the provisions of this lease,
30 or for the breach of or to restrain the breach of any of the covenants
31 and agreements herein contained on the part of LESSEE to be
32 paid, kept, or performed, or for the recovery of said premises,

1 LESSEE shall pay to LESSOR such attorney fees as the Court shall
2 determine to be reasonable.

3 11. It is hereby agreed that in the event that LESSEE
4 herein holds over after the termination of this lease, thereafter
5 the tenancy shall be from month to month, at \$400 per month and
6 all other terms as contained herein, in the absence of a written
7 agreement to the contrary.

8 IN WITNESS WHEREOF, the parties hereto have executed the
9 same the day and year first above written.

10
11 I.O.O.F. HALL ASSOCIATION

12 BY *Harley Haugdon*

13
14 Micro Fiched

15
16 COUNTY OF YOLO, a political subdi-
17 vision of the State of California

18 BY *Wm E. Shuman*

19 CHAIRMAN OF THE BOARD OF SUPERVISORS
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FILED

AGREEMENT NO. 74-52

MAY - 4 1974

LAURENCE P. HENIGAN, Clerk

By *Salma A. Rodger*
Deputy

CONTRACT FOR ANIMAL CONTROL SERVICES

THE CITY OF DAVIS, hereinafter referred to as CITY and the COUNTY OF YOLO, hereinafter referred to as COUNTY, agree as follows:

RECITALS

1. CITY'S Ordinances incorporate by reference COUNTY'S Animal Control Ordinance and amendments thereto.
2. COUNTY maintains staff for enforcement of both CITY and COUNTY'S Animal Control Ordinances, and further maintains an Animal Shelter.
3. CITY desires to increase the level of enforcement of CITY'S ordinance within CITY'S incorporated territory, and to that end the parties make this following agreement by which CITY will compensate COUNTY for such increased service.

Micro Fiched

AGREEMENT

1. In consideration for the reimbursement hereinafter agreed to be paid by CITY, COUNTY hereby agrees to employ an Animal Control Officer as an additional member of and increase in COUNTY'S present Animal Control Staff. COUNTY further agrees to provide such Officer with a vehicle. Said additional Animal Control Officer shall be referred to hereafter as the Davis Officer. In recruiting and hiring the Davis Officer, COUNTY agrees to hire an individual meeting at least the minimum qualifications required by COUNTY for all other persons employed by the COUNTY in the same capacity.
2. COUNTY agrees that the present level of animal control service furnished CITY by COUNTY'S existing staff shall not in any way be diminished, and that the average staff time hours for service to CITY by COUNTY'S existing staff shall continue at the present level notwithstanding the employment of the Davis Officer.
3. Davis Officer shall spend all of his duty time in service to and for the incorporated territory of CITY, operating exclusively within the City of Davis. CITY shall be entitled to specify what days of the week and what hours of the day the Davis Officer shall be on duty (the daily and weekly aggregate of which shall not exceed normal work days and work weeks) in order to provide CITY with the maximum additional Animal Control possible by reason of the employment of the Davis Officer.

4. CITY agrees to pay COUNTY as consideration for the additional animal control herein agreed upon the following amounts, monthly, commencing with the first day of the month following the hiring of the Davis Officer:
- a. The monthly salary and payroll taxes actually paid by COUNTY to or on behalf of the Davis Officer.
 - b. All maintenance and operation expenses for the Animal Control vehicle used by the Davis Officer, for the preceding month.
 - c. Monthly depreciation for said Animal Control vehicle which is hereby agreed to be 1/ (e.g. - 60th) of the price paid by COUNTY to acquire said vehicle.
5. This agreement shall continue in effect until and through March 1, 1975. Thereafter, unless either party shall have given 30 days written notice of termination to the other party prior to said date, this agreement shall continue in effect until thirty days following such written notice of termination by either party given to the other.

EFFECTIVE DATE: MARCH 1, 1974.

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DATED: March 4, 1974

THE CITY OF DAVIS

By:

MAYNARD C. SKINNER, MAYOR

ATTEST:

HOWARD L. REESE, CITY CLERK

THE COUNTY OF YOLO

By:

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIF.

RESOLUTION NO. 1425 , SERIES 1974

RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT BETWEEN THE CITY OF DAVIS AND YOLO COUNTY
FOR ANIMAL CONTROL SERVICES

BE IT RESOLVED by the City Council of the City of Davis that the Mayor of the City of Davis and the City Clerk of the City of Davis be, and they are hereby authorized to execute that certain agreement, dated the 11th day of February , 1974, by and between the City of Davis, a municipal corporation, and Yolo County for Animal Control Services.

BE IT RESOLVED that all terms and conditions and covenants of said agreement be, and the same are hereby approved, ratified and confirmed.

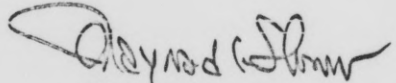
PASSED AND ADOPTED by the City Council of the City of Davis this 11th day of February , 1974, by the following vote:

Micro Fiched

AYES: Councilpersons Holdstock, Poulos, Weinstock, Mayor Skinner.

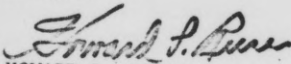
NOES: None.

ABSENT: Councilman Black.



MAYNARD C. SKINNER
Mayor

ATTEST:



HOWARD L. REESE
City Clerk

AGREEMENT NO. 74-11

LEASE AGREEMENT

Barbara Redger

1 DIRECTOR OF REVENUE

2 OF THE STATE OF CALIFORNIA

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THIS LEASE AGREEMENT made and entered into this 4th day of March, 1974, by and between the I.O.O.F. HALL ASSOCIATION, hereinafter designated as Party of the First Part, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as Party of the Second Part,

WHEREAS, party of the first part warrants that it is the owner of that certain building located on the northwest corner of Main and Third Streets, Woodland, California; and

WHEREAS, said party of the second part desires to lease a portion of same which is designated as 725 Main Street, Woodland, California, the parties hereto agree as follows:

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W I T N E S S E T H:

1. Party of the first part does lease and let to the party of the second part the ground floor of said building, designated as 725 Main Street, Woodland, California, said premises being approximately 1,911 square feet in area.

2. That this lease shall commence on the first day of March, 1974, and shall terminate on the 28th day of February, 1977; that the said party of the second part shall have an option to renew this lease for a period of three (3) years providing the same is exercised by written notice delivered to the party of the first part not later than ninety (90) days prior to the termination of this lease.

3. That as rental for said premises, party of the second part agrees to pay to party of the first part the sum of THREE HUNDRED (\$300) DOLLARS per month payable in advance at Woodland, California.

4. Party of the first part agrees to pay all real estate

1 taxes assessed on said premises, except that from and after March
2 1, 1974, in addition to the above mentioned rental, party of the
3 second part agrees to pay an additional thirty-three and one-third
4 (33-1/3%) percent of any increase in the amount of real estate
5 taxes over and above those assessed for the year 1967-68, which
6 may be assessed or imposed on the premises known as the I.O.O.F.
7 HALL, located on the Northwest corner of Main and Third Streets,
8 Woodland, California, for land and building, of which the premises
9 are a part, during any and every year during the period of this
10 agreement. Such amount is to be paid and it shall be collectible
11 as rent. A tax bill shall be sufficient evidence of the amount of
12 taxes and for calculation of the amount to be paid by the party of
13 the second part. Micro Fiched

14 5. That party of the first part agrees to maintain the
15 exterior and interior walls as well as the roof of said property;
16 furnish heat for said premises during all normal business hours;
17 to provide air conditioning for said premises; to provide rest
18 rooms for both men and women; to provide for garbage collection
19 services; and to provide parking facilities for employees of party
20 of the second part and members of the public transacting business
21 at said premises.

22 6. Party of the second part hereby agrees to maintain the
23 interior of said premises in a proper state of repair and they are
24 hereby given the right to remodel said premises into normal office
25 uses.

26 7. Party of the second part is hereby authorized to remove
27 any and all fixtures, including, but not limited to, partitions,
28 shelving, and lighting fixtures that they may install on or in
29 said building premises, providing that said premises are left in
30 the same state of repair as the same exists on March 1, 1974,
31 reasonable wear and tear excepted.

32 8. Party of the second part agrees to remove all said

1 property from said premises prior to the termination date of this
2 lease as the same may or may not be extended.

3 IN WITNESS WHEREOF, the parties hereto have hereunto set
4 their hands and seals the day and year first above written.

5 I.O.O.F. HALL ASSOCIATION

6
7 BY Charles H. H. H.

8
9
10
11 COUNTY OF YOLO, a political subdivi-
12 sion of the State of California

13 BY Wm E. H. H.

14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15
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17 Micro Fiched

FILED

MAR - 4 1974

AGREEMENT NO. 74- 54

LAURENCE K. FURNESS, Clerk
CAROL A. RODGERS
County

THIS AGREEMENT made this 4th day of March, 1974, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and the CITY OF WOODLAND, hereinafter referred to as CITY,

W I T N E S S E T H:

WHEREAS, the parties hereto have entered into various agreements with respect to the City maintained garbage dump located on County Road 102 approximately two miles south of State Highway Route No. 16 which gave residents of the unincorporated area of the County of Yolo the privilege of depositing refuse in the Woodland City Dump and in return COUNTY agreed to pay certain sums and perform certain acts for said privilege; and

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WHEREAS, it is desired by the parties to enter into a new agreement setting forth their rights and obligations respecting said Woodland City Dump from and after July 1, 1973.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The residents of the unincorporated area of Yolo County, situated within a radius of five (5) miles from the City Hall in Woodland and the County of Yolo itself, shall have the privilege of depositing refuse in the Woodland City Dump in the manner and at the times as CITY may prescribe by rules and regulations governing said dump.

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay to CITY the following sums:

a. The sum of EIGHT THOUSAND FOUR HUNDRED (\$8,400) DOLLARS per year, said sum to be paid in two (2) installments of FOUR THOUSAND TWO HUNDRED (\$4,200) DOLLARS each, the first installment to be paid on November 1 of each year and the second installment to be paid on April 1 of each year.

3. The terms of this agreement shall commence on the first day of July 1973 and shall terminate on the 30th day of June, 1974, and shall be deemed to be automatically renewed for a renewal term of one (1) year unless terminated by notice in writing by either party at least thirty (30) days prior to the expiration of the term or any renewal term.

COUNTY OF YOLO

ATTEST:

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LAURENCE P. HENIGAN, CLERK

BY W. E. Lucas DEPUTY

(SEAL)

CITY OF WOODLAND

BY Harold E. Roberts MAYOR

RECEIVED

MAR 18 1974

LAURENCE P. HENICAN, Clerk

SUPPLEMENTAL FREEWAY AGREEMENT

By..... Deputy

This agreement made and entered into, in duplicate, this 18th day of March, 1974, by and between the State of California, acting by and through the Department of Transportation, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

WHEREAS, the State and County have heretofore entered into a Freeway Agreement dated January 3, 1972, relating to that certain portion of State Highway Route 113 in the County of Yolo, between Solano County Line and 0.75 mile south of Mullen Crossing; and

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WHEREAS, the plan of construction as shown on "Exhibit A" attached to said agreement has been altered in certain respects since the date of execution of said agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised "Exhibit A", shall be substituted for "Exhibit A" attached to the Freeway Agreement dated January 3, 1972 and become a part of said agreement for all purposes;

CHIEF CLERK

MAR 18 1974

LAURENCE P. HENICAN, Clerk
BY BARBARA A. RODGERS, Deputy

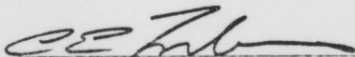
XEROX
COPY

2. That except for the substitution of the revised plan map, said Freeway Agreement dated January 3, 1972, shall remain in full force and effect, unmodified by any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day above first written.

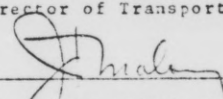
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APPROVED:

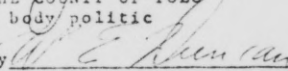

Assistant State Highway Engineer

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

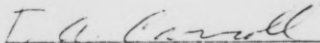
HOWARD C. ULLRICH
Director of Transportation

By 

THE COUNTY OF YOLO
a body politic

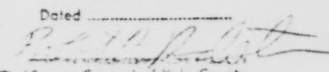
By 

APPROVED AS TO FORM

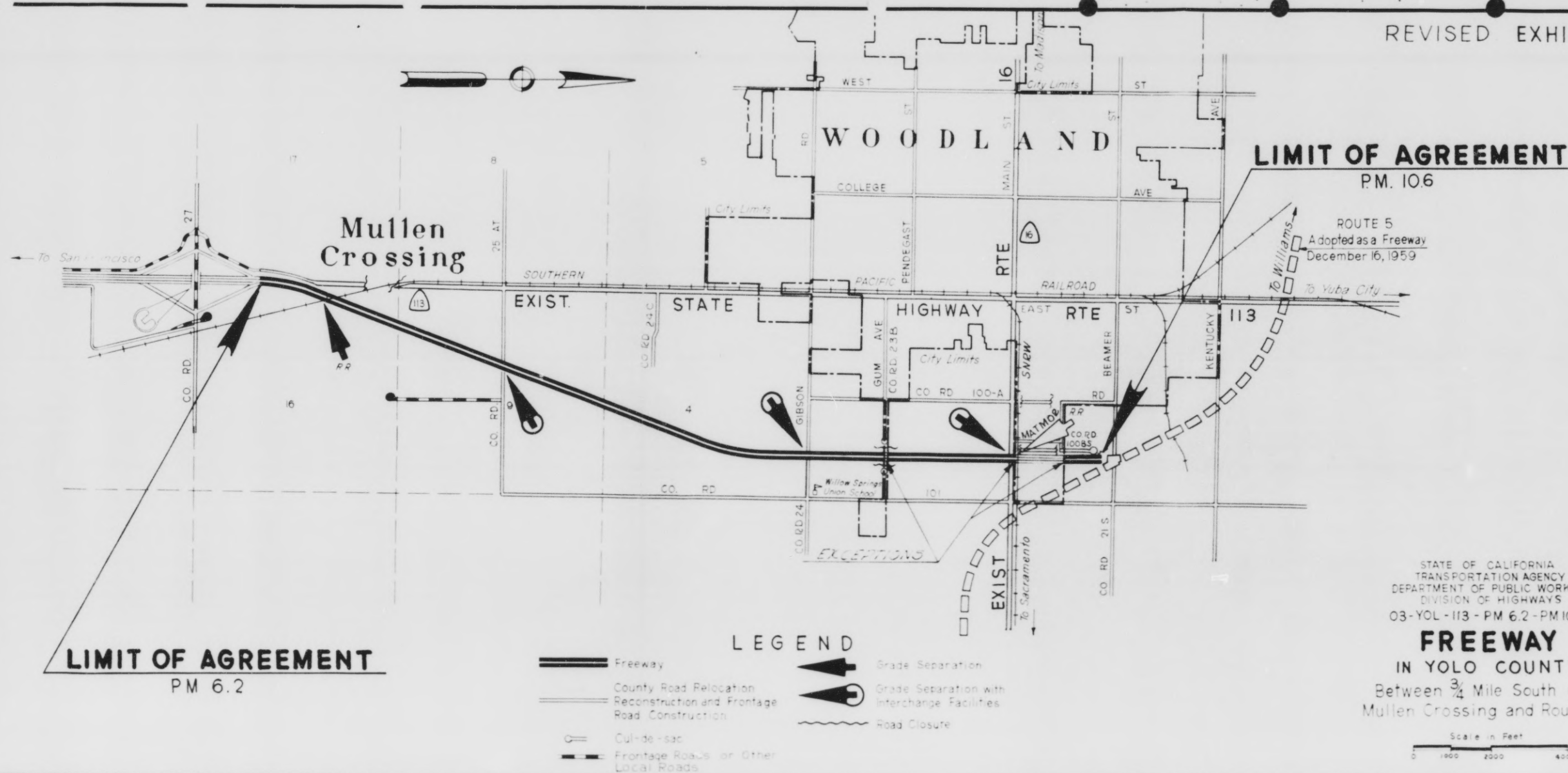

Attorney (State)

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form

Dated 

County Clerk of Yolo County



RECEIVED

MAY 13 1974

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

YOLO COUNTY AGREEMENT NO. 74-56

03-Yol-113-6.2/10.6

SUPPLEMENTAL FREEWAY AGREEMENT

This agreement made and entered into, in duplicate, this 18th day of March, 1974, by and between the State of California, acting by and through the Department of Transportation, hereinafter for convenience referred to as "State", and the County of Yolo, hereinafter for convenience referred to as "County", witnesseth:

WHEREAS, the State and County have heretofore entered into a Freeway Agreement dated May 22, 1967, relating to that certain portion of State Highway Route 113 in the County of Yolo, between 3/4 mile south of Mullen Crossing and Route 5; and

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WHEREAS, the plan of construction as shown on "Exhibit A" attached to said agreement has been altered in certain respects since the date of execution of said agreement; and

WHEREAS, a new plan map has been prepared showing the altered plan of construction;

NOW, THEREFORE, IT IS AGREED:

1. That the plan map attached hereto, marked Revised "Exhibit A", shall be substituted for "Exhibit A" attached to the Freeway Agreement dated May 22, 1967 and become a part of said agreement for all purposes;

XEROX
COPY

FILED

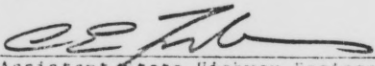
MAY 13 1974

LAURENCE P. HENIGAN, Clerk
By *Barbara A. Rodgers*

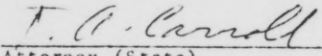
2. That except for the substitution of the revised plan map, said Freeway Agreement dated May 22, 1967, shall remain in full force and effect, unmodified by any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day above first written.

APPROVED:

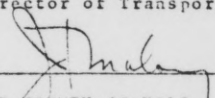

Assistant State Highway Engineer

APPROVED AS TO FORM

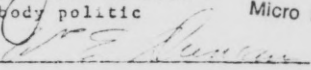

Attorney (State)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

HOWARD C. ULLRICH
Director of Transportation

By 

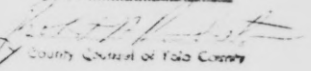
THE COUNTY OF YOLO
a body politic

By 

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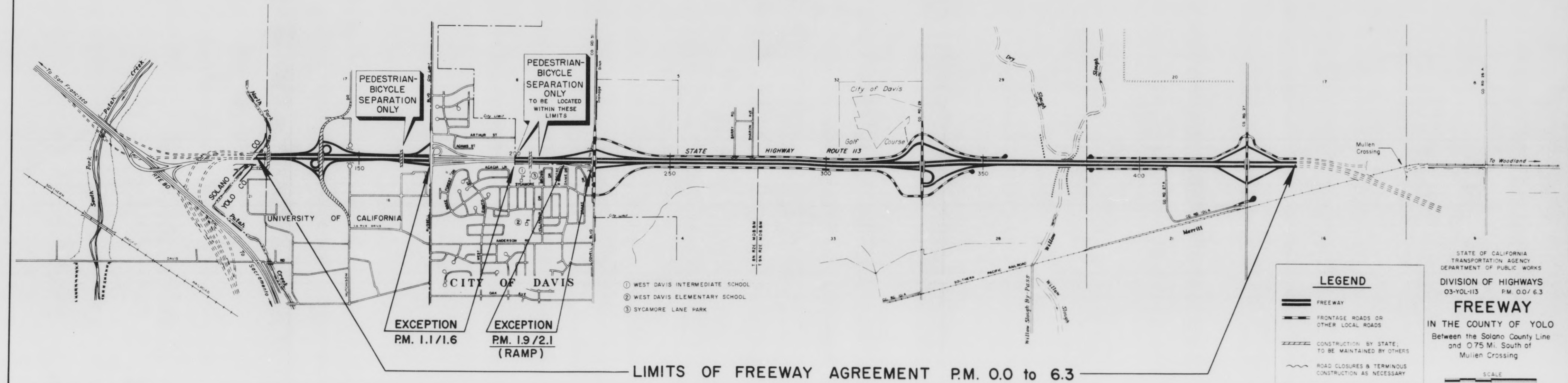
CHIEF CLERK, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form

Dated 

Deputy County Clerk of Yolo County

REVISED EXHIBIT "A"



RECEIVED

1 1974
2 LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74-57

Barbara Rodgers

3 By: Deputy
4 (Amendment to Yolo County Agreement
5 No. 73-48 - Agreement for Pulmonary
6 Function and Respiratory Care)

7 THIS AGREEMENT made and entered into this 25th day of
8 March, 1974, by and between the COUNTY OF YOLO, a political
9 subdivision of the State of California, hereinafter referred to as
10 COUNTY, and HOSPITAL PULMONARY SERVICES, DIVISION OF NATIONAL
11 MEDICAL OXYGEN CO., INC., a California corporation, hereinafter
12 referred to as SERVICE,

13 WITNESSETH:

Micro Fiched

14 RECITALS:

- 15 1. The parties hereto have entered into Yolo County Agreement No.
16 73-48 to provide Intermittent Positive Pressure Breathing,
17 aerosol and ultrasonic treatments, administration of all oxygen
18 and therapy gases, gas mixing and administration to incubators,
19 outpatient service, pulmonary function testing and screening,
20 and all other necessary functions normally assigned to a com-
21 plete Respiratory Care Department in the general area of Yolo
22 General Hospital, and also to provide all therapy gases includ-
23 ing oxygen; soft goods; disposables; and non-reusable supplies.
24 2. SERVICE and COUNTY do hereby intend by this agreement to amend
25 Agreement No. 73-48 as set forth hereinbelow, and in all other
26 particulars intend that the agreement embodied in No. 73-48
shall remain in full force and effect.

27 AGREEMENTS:

- 28 1. Paragraph 8 of Agreement No. 73-48 is hereby amended as follows:
29 The term of this agreement is for a period of one year unless
30 terminated and cancelled by either party by such party giving
31 the other party thirty (30) days' written notice.

32 At the expiration of each one-year term, this agreement

1 shall be deemed renewed for an additional year, without notice,
2 unless cancelled as stated hereinabove.
3 2. The term of this agreement shall become effective April 1st,
4 1974.

5 ' IN WITNESS WHEREOF, the parties hereto have executed
6 this agreement as of the date hereinabove set forth.

7 COUNTY OF YOLO, a political subdivi-
8 sion of the State of California

9 BY W. E. Duncan
10 CHAIRMAN OF THE BOARD OF SUPERVISORS

11 Micro Fiched

12
13
14 NATIONAL MEDICAL OXYGEN CO., INC., dba
15 HOSPITAL PULMONARY SERVICES

16 BY James H. Thompson
17 PRESIDENT

STANDARD AGREEMENT — APPROVED BY THE
 ATTORNEY GENERAL
 STD. A (REV. 5-74)

YOLO COUNTY AGREEMENT
 NO. 74-53

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐

THIS AGREEMENT, made and entered into this 1st day of February, 1974, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE: CHIEF, FINANCIAL MGMT. SVCS. AGENCY: DEPARTMENT OF HEALTH NUMBER: 133-A-1
 County of YOLO
 hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
 (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Form 2 Standard Agreement No. 108 made and entered into on June 8, 1973 and approved by the Department of General Services on September 19, 1973 is amended to change the maximum reimburseable amount to Twenty Nine Thousand and Five Hundred Dollars (\$29,500.00). This amendment is made in order to provide for a budget increase of \$2,500 over the original contract amount. This increase is to be used to provide 155 additional residential unit days.

Form MH-1545 (11/73) revised 2/1/74 is hereby made a part of this agreement.

RECEIVED
 MAY 23 1974

FILED
 MAY 23 1974

LAURENCE P. HEINIGAN, Clerk
 By.....
 Deputy

LAURENCE P. HEINIGAN, Clerk
D. Barlow Rodgers

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR Micro Fiched

AGENCY: DEPARTMENT OF HEALTH
 BY (AUTHORIZED SIGNATURE): *[Signature]*
 TITLE: CHIEF, FINANCIAL MANAGEMENT SERVICES

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
 COUNTY OF YOLO
 BY (AUTHORIZED SIGNATURE): *[Signature]*
 TITLE: CHAIRMAN, BOARD OF SUPERVISORS
 ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

(CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space
 APPROVED
 MAY 16 1974
[Signature]
 Sup. Civil Control

AMOUNT OF THIS ESTIMATE	APPROPRIATION	FUND
\$	314 d NMHA	General District
UNENCUMBERED BALANCE	ITEM	CHAPTER
\$		
ADJ. INCREASING ENCUM. BRANCE	FUNCTION	STATUTES
\$ 2,500		1973
ADJ. DECREASING ENCUM. BRANCE	LINE ITEM ALLOTMENT	FISCAL YEAR
\$	304-801-4300	73-74

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.
 T.B.A. NO. _____ B.R. NO. _____
 SIGNATURE OF ACCOUNTING OFFICER: *[Signature]* DATE: *[Signature]*
 I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with, and the payment is exempt.
 SIGNATURE: *[Signature]* DATE: _____
 FOR THE STATE OF CALIFORNIA

XEROX
 COPY

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Micro Fiched

RECEIVED
MAY 8 1974
CHIEF COUNSEL
Department of General Services

TAILED MENTAL HEALTH 314(c) BUDGET FOR 12-MONTH PERIOD

FISCAL

FISCAL

7/1/73

6/30/74

Agency Address

YOLO COUNTY

PERSONNEL NAME (if known)	DESCRIPTION (if new)	TIME ON JOB OUT HRS	AMOUNT REQUESTED (in dollars)		
			SALARY	FRINGE BENEFITS	TOTAL
	CONSULTANT	60 Wks			13,400
CONSULTANTS: Anticipated expense for project evaluation					
EQUIPMENT (where feasible, all equipment should be rented or leased.)					
SUPPLIES: Educational materials, cassettes, and video-tapes will make up the main expenses that we will incur in this category					
OTHER EXPENSES (Itemize): Expenses for work-evaluation at the center and on-the-job training connected with our therapy program					
Short-term residential placement expense for those patients who do not qualify for other programs					
TOTAL 314(c) BUDGET: 29,500					

IN KIND SERVICES OR COSTS (PLEASE LIST INDIVIDUAL COSTS OR SERVICES FOR WHICH YOU WILL PAY):
 Svcs. of full-time probation off. (13,400) Cash contributed by Prob. Dept. for workshop svcs (5,000). Psychological and coordination svcs provided by Mental Health Services (8,000). Secretarial services provided by Prob. Dept. (3,000).

EST. VALUE

ESTIMATED 314(c) COST FOR:

Micro Ficher

2nd Year: \$

2nd Year: \$

DETAILED MENTAL HEALTH 314(c) BUDGET

PROJECT NO.

RECEIVED
APR 15 1974
LAWRENCE P. HENIGAN, CLERK

FILED 12
LAWRENCE P. HENIGAN, CLERK
Palmer Rodgers

By.....
Deputy

AGREEMENT NO. 74-59

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THIS AGREEMENT made and entered into this 25th day of March, 1974, by and between RECLAMATION DISTRICT NO. 108, a reclamation district, hereinafter referred to as DISTRICT, and the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, a controversy exists between the parties hereto as to the respective rights, duties and obligations of the parties hereto with reference to the property hereinafter described, under and by virtue of the Revenue & Taxation Code of the State of California (Chapter 9, Part 6, Div. 1, §§ 3900 through 3913) and concerning the payment by DISTRICT of certain rentals on property owned by it in lieu of taxes; and

WHEREAS, the parties hereto desire to compromise and fully settle, satisfy and adjust said controversy in the manner hereafter set forth, and to amend and modify agreements covering said subject matter between the parties hereto dated the 16th day of February, 1953, February 10, 1961, April 9, 1965, April 8, 1966, January 21, 1972, April 16, 1973,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. On April 15, 1974, DISTRICT will pay to COUNTY ONE HUNDRED FIFTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT and 32/100 (\$115,448.32) DOLLARS out of rentals derived by it from property owned by said DISTRICT situate, lying and being in the County of Yolo, State of California, and known as Tract No. 6 on the Rolls of Assessment No. 5 of said DISTRICT, said tract containing approximately 8,100.82 acres of land, more or less.
2. On the 15th day of April of each and every calendar year thereafter, DISTRICT will pay to said COUNTY out of the rentals

1 derived from said property the same amount, to wit: ONE HUNDRED
2 FIFTEEN THOUSAND FOUR HUNDRED FORTY-EIGHT and 32/100 (\$115,448.32)
3 DOLLARS so long as it continues to own the whole of said property.
4 In the event that DISTRICT sells or otherwise disposes of said
5 property the obligation of DISTRICT hereunder will fully terminate.
6 In the event DISTRICT sells or ceases to own any part of said
7 property the payment to be made thereon shall be reduced in pro-
8 portion to the acreage sold or otherwise disposed of. For the
9 purpose of ascertaining the payments due hereunder the status of
10 the ownership of said property shall be determined as of April 15th
11 in each calendar year.

Micro Fiched

12 3. It is expressly agreed that upon payment of the sums
13 of money herein stipulated to be paid, said DISTRICT shall be re-
14 leased and discharged of any and all obligations arising directly
15 or indirectly under the Revenue & Taxation Code of the State of
16 California, or any other obligation to pay money in lieu of taxes.

17 The obligation of DISTRICT hereunder is to make pay-
18 ments only out of rentals from said property and cannot in any
19 event exceed the amount of rentals received by said DISTRICT.

20 Either party shall have the right to abrogate and
21 terminate this contract after the payment of April 1974, by giving
22 written notice to the other thirty (30) days prior to April 15th
23 of each year.

24 This agreement shall abrogate and supersede the agree-
25 ments between the same parties covering this subject matter dated
26 February 16, 1953, February 10th, 1961, April 9th, 1965, April 8th,
27 1966, January 21st, 1972 and April 16th, 1973.

28 IN WITNESS WHEREOF, the parties hereto, under and pursuant
29 to the authority of their governing bodies, have caused these
30 presents to be executed by their officers hereunto duly authorized.

31 //

32 //

RECLAMATION DISTRICT NO. 108

BY

Emory B. Hendrix

BY

Harry C. Blair

BY

James B. Bledsoe

ATTEST:

H. R. Rodgers
Secretary

Micro Fiched

COUNTY OF YOLO, a political subdivision

BY

Wm E. Nunc
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY

Baldern Rodgers
DEPUTY

(SEAL)

Copier Annual Plan

International Business Machines Corporation (IBM) by its acceptance of this Agreement, agrees to furnish to the customer, in accordance with the terms and conditions herein specified, the use of equipment and features (hereinafter called equipment or unit(s) of equipment) listed below and maintenance service for the equipment.

(A) Qty.	Model	Description Complete the description in Machine Type and Device Code sequence, (provide serial number, and meter reading if installed)	Per Unit			
			(B) Monthly Copier Availability Charge (MCAC)	(C) Copies included in the MCAC	Monthly Usage Charge Cost Per Copy In Excess of (C)*	(D) Maintenance Service Zone Charge
1	4801	IBM Model II	310.40	9,500	.0218	802.45 (323rd Class)
		Fiscal year Term				
		Month _____ Day _____		year _____		
Total Monthly Copier Availability Charge (including applicable taxes and Copier Usage Charge) Multiply (A) by the sum of (B) + (D) then add all lines			311.45		* Total Usage Charge based on number of copies made as recorded on the meter.	

Trade-In Equipment

Micro Fiched

Qty.	Description	Trade-In Net Allowance
	FILED OCT 2 1975 RECEIVED OCT 2 9 1975 LAURENCE P. HENIGAN, Clerk By <u>Balrind Rodger</u> Deputy	
Total Allowance		

Escrow Payment

Three Months Total Monthly Copier Availability Charges (including applicable taxes)

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT

In addition to the terms and conditions specified on the reverse side of this Agreement, the customer agrees:

- That an authorized representative of the customer will sign, date and submit to IBM the IBM Copier Usage Card on the last workday of each month while this agreement is in effect.
- To make available a Key Operator for training purposes and to notify IBM of any change in Key Operator assignment.
- To provide an appropriate grounded electrical outlet for the exclusive use of each unit of equipment.

International Business Machines Corporation		Customer Name <u>County of Yuba (Phong & Pauline)</u>	
Please Type or Print all information except signature		Address <u>292 Beacon Street</u>	
Branch Office Address <u>520 Market Hall</u>	Br. Off. No. <u>385</u>	City and State <u>Woodland Calif</u>	Zip Code <u>95691</u>
City and State <u>Sacramento Calif</u>	Zip Code <u>95814</u>	Mark for (Attention Of)	
By (IBM Representative's Signature) <u>[Signature]</u>	Date <u>4/1/74</u>	By (Customer's Signature) <u>[Signature]</u>	Date <u>3-15-74</u>
		Signed By-Name	Signed By-Title

Z140-0189-0
U/M 025

This is not an invoice. Please do not pay until invoiced.

IBM MARKETING REPRESENTATIVE

RECEIVED
APR - 1 1974LAURENCE P. HENIGAN, Clerk
By..... Deputy

AGREEMENT NO. 74-61

FILED

APR - 1 1974

LAURENCE P. HENIGAN, Clerk
By..... DeputyJOINT EXERCISE OF POWERS AGREEMENTTHIS AGREEMENT, dated for convenience as of March 29,

1974, by and between the CITY OF SACRAMENTO, a municipal corporation,
COUNTY OF YOLO, a political subdivision of the State of California, and
COUNTY OF SACRAMENTO, a political subdivision of the State of California.

R E C I T A L S

WHEREAS, the United States has enacted the Comprehensive Employment and Training Act of 1973, hereinafter referred to as the Employment and Training Act, the purpose of said act being to provide job training and employment opportunities for economically disadvantaged, unemployed, and underemployed persons, and to assure that training and other services lead to maximum employment opportunities and enhance self-sufficiency by establishing a flexible and decentralized system of federal, state, and local programs; and

Micro Filled

WHEREAS, said Employment and Training Act provides financial assistance to enable local governments to assume responsibilities for job training, community services, and for other purposes; and

WHEREAS, said Employment and Training Act provides for the formation of a consortia wherein combinations of units of local government may unite to form a multi-jurisdictional area to plan and operate a comprehensive manpower program to provide job training and employment opportunities for economically, disadvantaged, unemployed, and underemployed; and

WHEREAS, Section 6502 of the Government Code of the State of California authorizes public agencies (defined in Section 6500 of the Government Code) to enter into agreements to jointly exercise any power common to the public agencies; and

WHEREAS, public agencies have inherent power to act for the benefit of the health and general welfare of its residents; and

WHEREAS, it will be mutually beneficial to the City of Sacramento, the County of Yolo, and the County of Sacramento to enter into a Joint Powers Agreement wherein the parties thereto may avail themselves of the benefits and advantages of the Comprehensive Employment and Training Act for the residents within their respective jurisdictional areas.

NOW, THEREFORE, the parties hereto agree as follows:

1. JOINT POWERS AGENCY. There is hereby created a Sacramento-Yolo Manpower Agency, hereinafter referred to as Joint Powers Agency, composed of the governmental entities City of Sacramento, County of Yolo, and County of Sacramento.

2. PURPOSE-JOINT POWERS AGENCY. The Joint Powers Agency is formed to recommend and carry out job training and employment programs for economically disadvantaged, unemployed and underemployed persons and to provide Comprehensive Manpower Services and Plans pursuant to the provisions of the United States Comprehensive Employment and Training Act of 1973.

3. AUTHORITY-JOINT POWERS AGENCY. The Joint Powers Agency is hereby authorized, in its own name, to do all acts necessary for the exercise of authority for the accomplishing the purpose as set out in provision two (2) herein, including, but not limited to any or all of the following:

- (a) Enter into subgrants, contracts and other necessary agreements;
- (b) Receive and expend funds;
- (c) Employ personnel;
- (d) Organize and train staff;
- (e) Develop procedures for program planning, operation, assessment and fiscal management;
- (f) Evaluate program performance and determine resulting need to reallocate resources;
- (g) Modify the grant agreement with the Department of Labor;
- (h) Prepare an annual budget;
- (i) Prepare an annual comprehensive manpower program as set forth below.

Pursuant to the Employment and Training Act the Joint Powers Agency shall conduct studies and make analysis of the needs for training and employment and make recommendations for training and employment; where feasible act to coordinate training and employment programs within the jurisdictional areas of the parties hereto; and any other act or act that may be required to accomplish the purposes of this Joint Exercise of Powers Agreement and the Employment and Training Act. Micro Fiched

4. GOVERNING BOARD. The Joint Powers Agency shall be administered by a Governing Board which shall consist of six members, each serving in his individual capacity as a member of the Governing Board. Two members shall be appointed by the County of Sacramento from its Board of Supervisors, two members shall be appointed by the County of Yolo from its Board of Supervisors, and two members shall be appointed by the City of Sacramento from its City Council. Each member of the Governing Board shall serve at the pleasure of the party by whom he has been appointed. The term of office of any member of the Governing Board shall correspond with the term of this agreement but may be terminated by the authority which appointed such member. The successor in office of any member of the Governing Board shall be appointed by the authority which appointed said member to the Governing Board.

5. MEETINGS OF THE GOVERNING BOARD.

(a) Regular Meetings. The Governing Board shall hold at least one regular meeting each three-month period of the term of this agreement. The date upon which, and the hour and place at which, each such regular meeting shall be held shall be fixed by resolution of the board.

(b) Special Meetings. Special meetings of the Governing Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(c) Legal Notice. All meetings of the Governing Board shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given.

(d) Minutes. The Secretary of the Joint Powers Agency shall cause minutes of all meetings of the Governing Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Governing Board.

Micro Fiched

(e) Quorum. A majority of the members of the Governing Board shall constitute a quorum for the transaction of business. No action may be taken by the Governing Board except upon the affirmative vote of four members of the Governing Board.

6. OFFICERS AND EMPLOYEES.

(a) The Governing Board shall select a chairman from among its members. The Governing Board shall also appoint a secretary who may, but need not be, a member of the Governing Board.

(b) The Governing Board shall have the power to appoint such other officers and employees as it may deem necessary whose compensation shall be subject to the approval of the contracting parties hereto.

7. TERM. This agreement shall be for the period commencing April 1, 1974 and continue to and through June 30, 1975. Provided, however, the parties hereto, upon mutual agreement, may extend this agreement for one year periods commencing July 1, 1975 and each July 1st thereafter.

8. PRIME SPONSOR. The Joint Powers Agency shall assume the duties and responsibilities as set forth for prime sponsors in the Employment and Training Act and Volume 39, Number 16, Part IV of the Federal Register. Said duties and responsibilities shall be, but not limited to,

accountability for federal funds provided to the consortium, and shall be responsible to monitor, evaluate, and take corrective action relating to the pertinence of any and all subcontractors under this agreement.

9. STAFF - PRIME SPONSOR. For the purposes of assisting the Joint Powers Agency, its governing board and for the administration of contracts, general administrative assistance, and planning the prime sponsor shall establish a staff to consist of as many members as from time to time is deemed necessary to assist in attaining the goals of this consortium. The selection of the members of the staff, and their particular skills, shall be by mutual agreement of the parties hereto.

Commencing July 1, 1974, and quarterly thereafter during the terms of this agreement the Joint Powers Agency shall make reports to the parties hereto, and any and all other individuals or agencies that may be appropriate. Additional reports may be made from time to time as circumstances may require. Said reports shall contain, but not be limited to, proposed plans and status of existing plans and programs. Micro Fiched

10. FUNDS - ACCOUNTABILITY.

(a) The treasurer of the County of Sacramento is hereby designated as the treasurer of the Joint Powers Agency. The treasurer is designated as the depository of the Joint Powers Agency to have custody of all the money, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code of the State of California.

(b) The auditor-controller of the County of Sacramento is hereby designated auditor-controller of the Joint Powers Agency, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Government Code of the State of California. He shall draw warrants to pay demands against the Joint Powers Agency when the demands have been approved by the chairman of said agency.

(c) The treasurer and/or the auditor-controller shall establish records as required, in particular the funds received for each party hereto shall be managed in such a manner that accounting

may be had of receipts and expenditures of the funds of each of the parties hereto.

(d) The treasurer and/or the auditor in addition to making reports required by the Employment and Training Act and Section 6505.5 of the Government Code of the State of California shall, commencing July 1, 1974 and quarterly thereafter, make reports to the Joint Powers Agency and the parties hereto designating therein receipts and expenditures of the funds to which each party hereto is entitled. Further may make such further reports as may be required for the convenience of the parties hereto.

11. MANPOWER ADVISORY PLANNING COUNCIL.

Micro Fiched

(a) There is hereby established a Manpower Advisory Planning Council, hereinafter referred to as Council. The Council shall have eighteen members, each party hereto shall select six members to serve on the Council at the pleasure of the appointing party. To the extent practical, members shall be representative of the client community and of community based programs, the employment service, education and training agencies and institutions, business labor, and agriculture.

(b) The function of the Council is to submit recommendations regarding program plans and basic goals, policies, and procedures, to monitor and provide for objective evaluations of employment and training programs conducted in the prime sponsorship area, and provide for continuing analysis of needs for employment, training, and related services in such area.

(c) The Council shall select a chairman, to serve at the pleasure of the Council. A quorum of the Council shall be ten or more members. To make recommendations a majority of the members present must assent to the recommendation proposed.

12. PLANS.

(a) Whenever there is adopted by the Joint Powers Agency a job training or employment program in which each of, or two of, the

parties representative of the Joint Powers Agency will operate, the number of individuals from each community which shall participate in said training or employment will be determined in the following manner. The number of residents from each party to participate in the training or employment program shall be in ratio to the percentage of funds which that party is entitled bears to the total funds of all three parties in the fund for the Comprehensive Manpower Program. The amount of funds to which each party is entitled shall be determined on the basis of the formula used by the Department of Labor in making the grant of funds to the Joint Powers Agency.

Micro Fiched

(b) Provided, however, in recognition that each community of the parties hereto may have training and employment problems unique to a particular party, it is not necessary that all training and employment programs encompass all three parties. The monies used for any individual program shall be chargeable to that parties share of funds as determined in the preceding sub-section (a).

(c) Plans shall include any job training or employment program that may be required by law, and if available, include lists of the proposed program operators and total amount of each proposed operators contract.

(d) The Joint Powers Agency shall adopt a comprehensive plan for Manpower Training and Employment Services subject to the approval of the governing boards of the parties hereto.

13. ADMINISTRATIVE COSTS. Costs for retention of staff and any other administrative or equipment costs related to implementation and carrying out purposes of the Employment and Training Act shall be charged to the funds received by the parties hereto and placed under control of the Joint Powers Agency. The percentage of costs chargeable to the individual funds of the parties hereto shall be determined on a ratio basis as set forth in provision 12 (a) herein.

14. STATEMENT OF CONDITIONS AND CRITERIA. The parties hereto make the following statement and certify as follows:

(a) This agreement is entered into for the express purpose of conducting programs pursuant to provisions of the Comprehensive Employment and Training Act of 1973.

(b) The parties signatory to this agreement, and their addresses are as follows:

County of Sacramento
827 Seventh Street
Sacramento, California 95814

County of Yolo
725 Court Street
Woodland, California 95695

City of Sacramento
City Hall
Sacramento, California 95814

Micro Fiched

(c) There are no identifiable governmental units within the geographical jurisdictions of the parties hereto that have informed said parties that they do not desire to have services provided through the consortium.

(d) The geographical area to be served by the consortium shall be all that area within the geographical boundaries of the County of Sacramento and the County of Yolo.

(e) The total population within the jurisdictional areas of the parties hereto is 775,000.

(f) The parties hereto, and by their signatures to this agreement and seals affixed hereto, hereby certify that all parties to this agreement are authorized pursuant to law to provide the services for which this agreement is entered into in all of the geographical area within the jurisdiction of the parties to this agreement.

(g) Attached hereto, and by this reference made a part hereof, are written statements of the chief legal officers of each party to this agreement, setting forth therein the authority of the parties to enter into this consortium agreement.

(h) Grant agreements with the Department of Labor shall be signed by the chief elected official or chief executive officer of each party to this agreement.

(i) The parties hereto, and by their signature to this agreement and seals affixed hereto, hereby certify that to the extent consistent with State of California law and local laws and ordinances that they accept responsibility for the operation of the programs. instigated pursuant to this agreement.

15. AUDIT. The auditor-controller of Sacramento County shall either make a contract with certified public accountant or public accountant to make an annual audit of the accounts and records of the Joint Powers Agency. In each case the minimum requirements of the audit shall be those prescribed by State of California Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with the City of Sacramento, County of Yolo, and County of Sacramento. Such report shall be filed within 12 months of the end of the accounting year.

Micro Fiched

16. BREACH. If default shall be made by any party hereto, in any covenant contained in this agreement, such default shall not excuse said party from fulfilling its obligation under this agreement. The parties hereto declare that this agreement is entered into for the benefit of the Joint Powers Agency and hereby grant to said agency the right to enforce by whatever lawful means the agency deems appropriate of all the obligations of each of the parties hereunder. Each and all of the remedies given to the agency hereunder or by law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the agency to any or all other remedies.

17. SEVERABILITY. Should any part, term, or provision of this agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

18. SUCCESSORS, ASSIGNMENT. This agreement shall be binding upon and shall inure to the benefit of the successors of the parties. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other parties hereto.

19. PROCEDURES. The procedures of the County of Sacramento shall be followed in compliance with the requirements of Section 6509 of the Government Code of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Micro Fiched

COUNTY OF SACRAMENTO

By

[Signature]
Chairman of the Board of Supervisors
of the County of Sacramento

(SEAL)

ATTEST:

[Signature]
Clerk of the
Board of Supervisors

COUNTY OF YOLO

By

[Signature]
Chairman of the Board of Supervisors
of the County of Yolo

(SEAL)

ATTEST:

JOSEPH P. BENIGAN, Clerk
Clerk of the
Board of Supervisors

CITY OF SACRAMENTO

By

[Signature]
Mayor of the City of Sacramento

(SEAL)

ATTEST:

[Signature]
City Clerk

RESOLUTION No. 74-148

Adopted by The Sacramento City Council on date of

March 28, 1974

RESOLUTION AUTHORIZING EXECUTION
OF JOINT EXERCISE OF POWERS
AGREEMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Exercise of Powers Agreement between the City of Sacramento, the County of Sacramento and the County of Yolo relating to the creation of a joint powers agency to administer a program under the Comprehensive Employment and Training Act of 1973. Micro Fiched

RICHARD H. MARRIOTT
MAYOR

ATTEST:

JACI K. DE FORD
CITY CLERK

CERTIFIED AS TRUE COPY
of Resolution No. 74-148

MAR 29 1974

Jaci K. De Ford

FILED

MAR 25 1974

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

1 AGREEMENT NO. 74-62

2 Right of Way Agreement

3 THIS AGREEMENT dated this 25th day of March,
4 1974, by and between the COUNTY OF YOLO, a political subdivision,
5 hereinafter referred to as COUNTY, and GENEVIEVE CASSU hereinafter
6 referred to as OWNER,

7 W I T N E S S E T H: Micro Fiched

8 RECITALS:

9 1. COUNTY has undertaken a project for the improvement of the
10 intersection at West Capital Avenue and Harbor Boulevard and
11 related work and has acquired and taken possession of certain
12 real property for that purpose and for that purpose has commenced
13 an action in eminent domain against OWNER entitled County of
14 Yolo V. Genevieve Cassu, etal Yolo County Superior Court No.
15 28723.

16 2. COUNTY and OWNER desire to provide for the compromise of
17 said proceeding in eminent domain.

18 AGREEMENTS:

19 1. OWNER agrees:

20 A. To execute and deliver to County a grant deed conveying to
21 the County of Yolo, a political subdivision, free and clear of
22 all liens, encumbrances, easements or assessments the following
23 described real property:

24 A parcel of land being a portion of Lot 10, Riverloam Acres, the
25 Map of Riverloam Acres being filed in Book 3 of Maps at Page 46
26 in the Office of the Recorder of the County of Yolo, California,
27 more fully described as follows:

28 COMMENCING at the Southwest corner of said Lot 10; thence
29 North 85°50'00" East 31.69 feet along the South line of Lot 10
30 to the Easterly right of way line of Harbor Boulevard (formerly
31 Riverbank Avenue), THE TRUE POINT OF BEGINNING; THENCE
32

1 North 14°37'10" East 55.00 feet along said Easterly right-of-way
2 line; thence South 08°11'07" East 52.20 feet to the South line
3 of Lot 10; thence South 89°50'00" West 21.37 feet to the true
4 point of beginning.

5 Containing 556 square feet.

6 B. That it is understood and agreed that the total compensation
7 of twenty five hundred dollars (\$2,500.00) herein is for the
8 following items and is so allocated:

9 1. Two hundred dollars (\$200.00) for the value of the
10 property taken;

11 2. Items of severance damage as follows: *Micro Fiched*

12 a) Damage caused by flooding attributable to the
project;

13 b) Damage caused by the proximity of the right-of-way
14 to the front of the structure;

15 c) Damage to the tree on the front property line,
16 including the necessity for pruning of the tree
and its possible eventual removal;

17 d) Damage to the improvement during construction;

18 e) Damages to the improvement related to construction
activity during the period of construction;

19 f) Damages to diminution in the rental value of the
20 improvement located on the front of the property;

21 g) Damages related to possible traffic congestion at
22 the front of the property relating to the
convenience and inconvenience of using the driveway.

23 It is further understood and agreed the property owner herein
24 waives any further claim for future damages from the County of
25 Yolo relating to the above items of damage.

26 2. COUNTY agrees to:

27 A. Pay to OWNER the sum of \$2,500.00.

28 B. Pay any and all costs of escrow, recording, documentary
29 transfer tax, title insurance, and acknowledgments
30 incurred in connection with the conveyance to COUNTY
31 by OWNER of the property referred to in the preceding
32 paragraph.

3. The parties have set forth herein the whole of their agreement. The performance of this agreement constitutes the entire consideration for the covenants of the parties herein and the performance by COUNTY of its covenants set forth herein shall discharge and relieve COUNTY of any and all obligations to OWNERS or their successors or assigns for the condemnation for COUNTY'S use for the purposes set forth in said Superior Court proceeding No. 28723, for compensation for said taking and any damages incidental thereto, and for damages to the remaining portion of OWNER'S real property. Micro Fiched

4. This agreement shall be closed by deposit of funds and instruments in Escrow No. 62769 of Western Title Guaranty Company, Yolo County Division, Woodland, California. Said proceeding in eminent domain shall be dismissed upon the close of escrow.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political
subdivision of the State of
California

By _____
CHAIRMAN OF THE BOARD
OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

APPROVED:

WALTER I. COLBY
CHIEF DEPUTY COUNTY COUNSEL
Attorney for County of Yolo

GENEVIEVE CASSU

WILLIAM CHIDLAW

Attorney for GENEVIEVE CASSU

7
AGREEMENT NO. 74-63

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

WITNESSETH
Barbara A. Rodgers

THIS AGREEMENT, made and entered into this 1st day of April, 1974, by and between ZENITH CONSTRUCTION, hereinafter termed "Contractor", and the County of Yolo, hereinafter termed "County",

WITNESSETH:

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Micro Fiched

ARTICLE I. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works of the County of Yolo.

ADDITION #1 TO ANIMAL SHELTER FOR YOLO COUNTY - WOODLAND
Gibson Road, Woodland, California

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled Addition #1 to Animal Shelter for Yolo County, Gibson Road, Woodland, California, Plan Index No. 131.31.631.51, approved February 25, 1974, by the Board of Supervisors, which said set of plans is hereby made a part of this contract, and are on file in the office of the Director of Public Works of the County of Yolo, State of California.

Contract Agreement
Page 1

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within 120 working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

Micro Fiched

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of

aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten (10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any sub-contractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, The Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED: _____

County Counsel

COUNTY OF YOLO

By _____

Chairman of the Board of Supervisors

Micro Fiched

ATTEST: _____

Laurence P. Henigan, Clerk

By _____

Zenith Construction

By _____

, Deputy

Contractor Geo. A. Tinseth

1 AGREEMENT NO. 74-64

2 (Amendment to Agreement No. 73-189 for
3 Services Rendered by YOLO ALTERNATIVES, INC.)

4 THIS AGREEMENT made and entered into this 1st day of
5 April, 1974, by and between the COUNTY OF YOLO, a political subdi-
6 vision of the State of California, hereinafter called COUNTY, and
7 YOLO ALTERNATIVES, INC., a non-profit corporation, hereinafter
8 called CORPORATION,

9
10 W I T N E S S E T H:

11 RECITALS:

- 12 1. COUNTY and CORPORATION have heretofore entered into Yolo County
13 Agreement No. 73-189 for the provision of services to assist
14 in the rehabilitation of chronic offenders: *Micro Fiched*
15 2. COUNTY has available to it additional funds for such program;
16 3. The parties hereto desire to increase the maximum limit of
17 services to be provided under said agreement from \$10,000 to
18 \$12,500.

19 AGREEMENTS:

- 20 1. Paragraph 2 of Agreement No. 73-189 is hereby amended to read
21 as follows:

22 "That the total amount of money that COUNTY is obligated
23 to pay for all services rendered by CORPORATION shall
24 not exceed the sum of TWELVE THOUSAND FIVE HUNDRED
25 (\$12,500) DOLLARS."

- 26 2. Paragraph 5 of said agreement is hereby amended to read as
27 follows:

28 "The term of this agreement shall terminate on June 30,
29 1974, or, if sooner, upon the expenditure of said sum
30 of TWELVE THOUSAND FIVE HUNDRED (\$12,500) DOLLARS."

- 31 3. In all other respects, the provisions of said Agreement No.
32 73-189 are hereby ratified and confirmed.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the date hereinabove set forth.

3 THE COUNTY OF YOLO, a political subdi-
4 vision of the State of California

5 BY W. E. Hansen
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7
8 ATTEST:
9 LAURENCE P. HENIGAN, CLERK

10 BY Robt E. Lucas
11 DEPUTY

12 (SEAL)

13
14 Micro Fiched

15
16 YOLO ALTERNATIVES, INC.. a non-
17 profit corporation

18 BY John W. Schubert

19
20 BY _____

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 22nd day of March, 19 74,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
DIRECTOR	DEPARTMENT OF FOOD & AGRICULTURE	3903
hereafter called the State, and		
YOLO COUNTY		
hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

State will conduct the market milk inspection program in Yolo County.
The milk analysis necessary to this work will be conducted by the County.

All work will be performed in compliance with applicable section of the Food and Agriculture Code for the sum of One Hundred and No/100 Dollars (\$100.00) per month payable in arrears by the County to the State. The total amount payable under this agreement shall not exceed One Thousand Two Hundred and No/100 Dollars (\$1,200.00).

The attached Fair Employment Practices Addendum which by this reference is made a part hereof.

This agreement shall be considered to be effective from April 1, 1974 until March 31, 1975 unless canceled by either party giving the other party notice in writing at least thirty (30) days prior to the effective date of cancelation.

Micro Fiched

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY
DEPARTMENT OF FOOD & AGRICULTURE
BY (AUTHORIZED SIGNATURE)
[Signature]
TITLE
Fiscal Officer

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, PARTNERSHIP, ETC.)
YOLO COUNTY
BY (AUTHORIZED SIGNATURE)
[Signature]
TITLE
CHAIRMAN, BOARD OF SUPERVISORS
ADDRESS COUNTY OF YOLO STATE OF CALIFORNIA

(CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space

AMOUNT OF THIS ESTIMATE		APPROPRIATION	
\$ REVENUE AGREEMENT			
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES
\$			
ADJ. INCREASING ENCUM. BRANCE	FUNCTION	FISCAL YEAR	
\$	Milk & Dairy Foods Control	13/74 & 74/75	
ADJ. DECREASING ENCUM. BRANCE	LINE ITEM ALLOTMENT		
\$			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF ACCOUNTING OFFICER		T.E.A. NO.	
DATE		NOV 1974	
I hereby certify that all conditions for exemption set forth in State Auditor's Manual are met and this document is exempt from retention by the Department of Finance.			
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY		DATE	
DATE			

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

Micro Fiched

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Approved as to Form

Dated

County Counsel of Yolo County

By _____
LAURENCE P. HENIGAN, Clerk

NOV 2 1974
RECEIVED

RECEIVED

APR 21 1974

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74- 66

LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS

By,
2 Deputy

(Agreement to Provide an Alcoholic
Recovery Home)

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THIS AGREEMENT made and entered into this 15th day of
April, 1974, by and between the COUNTY OF YOLO, a political sub-
division of the State of California, hereinafter called COUNTY,
and YOLO ALCOHOLIC RECOVERY CENTER, a corporation, hereinafter
called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

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1. COUNTY has available funds from the State of California for the rehabilitation of alcoholics and for such public health purposes as are described herein.
2. The purpose of this project is to provide a community based, peer group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.
3. CONTRACTOR has devised a method of accounting for and describing services to be rendered hereunder which is set forth in Exhibit "A" herein and which method is approved by COUNTY and shall be used to describe the services rendered hereunder and the charges therefor in monthly billing.
4. Attached hereto and incorporated herein marked Exhibit "B" is a general description of the program and the services to be rendered by CONTRACTOR.

AGREEMENTS:

1. CONTRACTOR shall render the services described herein in Exhibit "B" and shall submit monthly statements to COUNTY for said services rendered described in units of service and COUNTY shall pay for said services monthly.

- 1 2. The total amount of money COUNTY is obliged to pay for all
2 services rendered by CONTRACTOR shall not exceed the sum of
3 EIGHT THOUSAND (\$8,000) DOLLARS.
- 4 3. CONTRACTOR shall maintain full and complete records of services
5 rendered sufficient to enable the audit of the entire program
6 at any time by COUNTY or State offices. Said records shall
7 be maintained for not less than four (4) years from the date
8 of their creation.
- 9 4. The term of this agreement shall terminate on June 30, 1974,
10 or, whichever is sooner, upon the expenditure of said sum of
11 EIGHT THOUSAND (\$8,000) DOLLARS.
- 12 5. Services rendered by CONTRACTOR shall be under the guidance
13 and general supervision of the Public Health Department of
14 COUNTY. All services to be performed and rendered under this
15 agreement shall be to persons referred by Mental Health
16 Services of COUNTY.

Micro Fiched

17 IN WITNESS WHEREOF, the parties hereto have executed
18 this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

20
21 BY W. E. Murray
22 CHAIRMAN OF THE BOARD OF SUPERVISORS

23 ATTEST:

24 LAURENCE P. HENIGAN, CLERK

25
26 BY Baird R. Rogers
DEPUTY

27 (SEAL)

28
29 YOLO ALCOHOLIC RECOVERY CENTER,
30 a corporation

31 BY Jeff S. Cameron

32 (SEAL)

EXHIBIT "A"

UNIT OF BILLING SCHEDULE

Services rendered hereunder shall be at the cost of \$8.50 per unit.

One unit equals 24 hours' room and board and social rehabilitation services for each person in a non-drinking environment, and includes alcoholism group sessions, home use management services, and supervision.

Micro Fiched

EXHIBIT "B"

RECOVERY HOUSE SERVICES

- A. Alcoholic recovery house services are defined for the purposes of this contract as a community-based, peer group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.
- B. The services include:
 - 1. Room and board
 - 2. Group sessions oriented towards practical problems in social, occupational, residential and other areas
 - 3. Individual counseling and support
 - 4. Liaison on behalf of client in utilizing county and private services
 - 5. Other program services in agreement with the purposes and standards as set forth by the State Guidelines
 - 6. Administrative services as required by the same alcoholism State Guidelines
- C. It is understood that Mental Health Services will pay for the services provided to patients whom they have screened, evaluated, and for whom they have developed a rehabilitation plan.

Micro Fiched

FILED

1 APR 15 1974
LAURENCE P. HENIGAN, Clerk

2 By LAURENCE P. HENIGAN
3 Deputy

AGREEMENT NO. 74- 67
AGREEMENT FOR JANITORIAL SERVICES
at
350 "C" Street, Broderick, California

4 THIS AGREEMENT made and entered into this 15th day of
5 April, 1974, by and between the COUNTY OF YOLO, a political subdi-
6 vision of the State of California, hereinafter called COUNTY, and
7 OTTO H. SPRINK, doing business as RELIABLE MAINTENANCE, 511 Maple
8 Street, West Sacramento, California 95691, hereinafter called
9 CONTRACTOR,

10 W I T N E S S E T H:
11

12 1. In consideration of the covenants of COUNTY herein, CONTRACTOR
13 agrees to provide all labor, equipment and supplies to provide
14 the following janitorial services at the indicated intervals to
15 the County building complex at 350 "C" Street, Broderick,
16 California, under the following terms and conditions:

17 A. Services shall include the following functions:

18 1. DAILY

Micro Fiched

- 19 a. Empty wastebaskets and ash trays.
20 b. Dust bookcases, filing cabinets, chairs, horizontal
21 desk surfaces and office equipment.
22 c. Clean drinking fountains and sinks.
23 d. Clean main lobby.
24 e. Sweep blacktopped area between buildings.
25 f. Wet mop all restroom floors in all three buildings.
26 g. Dust mop vinyl floors.
27 h. Damp wipe counter tops.
28 i. Spot wipe doors and walls as necessary to maintain
29 cleanliness.
30 j. Damp wipe ash trays.
31 k. Remove all accumulated trash to outside refuse
32 collection area.

- 1 1. Clean toilet bowls, urinals, dispensers and
2 basins in restrooms. Wash toilet seats and
3 toilet lids.
4 m. Fill towel, soap, tissue and seat cover dispensers.
5 (County to provide supplies).
6 n. Replace burned out light bulbs and fluorescent
7 tubes. (County to provide replacements.)
8 o. Spot clean and vacuum all carpets.
- 9 2. WEEKLY SERVICE.
10 a. Wash counter windows of lobby.
11 b. Spot clean carpets and necessary.
12 c. Vacuum fabric covered furniture.
13 d. Wax and buff floor of lobby and areas of floor-
14 ing subjected to consistent relatively heavy
15 traffic (aisles, etc.)
16 e. Damp wipe all doors. *Micro Fiched*
17 f. Dust vertical surfaces of desks, chairs and
18 cabinets.
19 g. Damp wipe wastebaskets -- wash if necessary.
20 h. Clean toilet bowls with chemical cleaner.
21 (Recommend Bowl White)
22 i. Scrub restroom floors. Use no chemicals - warm
23 water ONLY on inside restrooms.
- 24 3. MONTHLY SERVICE.
25 a. Dust office and partition walls.
26 b. Damp wash woodwork frames and trim.
27 c. Dust fluorescent light fixtures.
28 d. High dust partitions and moldings.
- 29 4. QUARTER YEAR SERVICE.
30 a. Clean, paste-wax, and polish all hardwood floors.
31 b. Strip, wax and polish all vinyl floors.
32 /////

1 5. SEMI-ANNUAL SERVICE.

- 2 a. Vacuum all carpets -- move furniture, except file
3 cabinets, safes, and sensitive equipment.
4 b. Wash light fixtures.
5 c. Clean carpets -- move all furniture.
6 d. Wash all windows.

7 6. Maintain janitor storage room and equipment in state
8 of cleanliness.

9 B. The period of the contract will be from April 15, 1974
10 through June 30, 1975. This contract is subject to auto-
11 matic renewal for an additional twelve (12) month period
12 upon written notice of same by CONTRACTOR thirty (30) days
13 prior to the expiration date of subject contract, unless
14 notice of cancellation is issued by COUNTY or CONTRACTOR
15 during the thirty-day period preceding the expiration date
16 of subject contract. Micro Fiched

17 C. Cleaning services shall be performed five days each week,
18 Monday through Friday, except for weekday official holi-
19 days recognized by COUNTY.

20 D. Only the highest standards of cleanliness are acceptable.
21 Inability to achieve and maintain such standards may
22 result in issuance of a "Notice of Inadequate Performance",
23 specifying a 30-day warning period for attaining the
24 desired cleanliness. If cleanliness standards are not
25 achieved within the 30-day period, the contract may be
26 revoked by 15 days' written notice to CONTRACTOR.

27 E. The detailed services specified in Item 1-A through 1-E
28 above, are not to be construed as all inclusive. Addi-
29 tional minimal spot cleaning may be mandatory to maintain
30 the desired cleanliness.

31 F. Supervisory personnel of CONTRACTOR shall make cleaning
32 and building inspections at least twice weekly. Reports

- 1 shall be made to the Department Head, County Buildings
2 & Grounds, Room 101 - Courthouse, Telephone 666-8208, of
3 the semi-annual and annual services performed on the day
4 after those services are accomplished by the cleaning
5 crew. The supervisor or cleaning crew, when appropriate,
6 shall report daily on unusual situations or occurrences
7 -- unlocked doors, stopped up plumbing, broken windows
8 or fixtures, etc., to the Department Head stated above.
- 9 G. Supplies furnished by COUNTY will be replenished by
10 CONTRACTOR notification of required supplies to Department
11 of Buildings and Grounds, Telephone 666-8208. *Micro Fiched*
- 12 H. CONTRACTOR shall furnish sufficient competent personnel
13 and supervision to provide proper services at all times.
- 14 I. CONTRACTOR shall have each employee bonded for not less t
15 than \$1,000.
- 16 J. CONTRACTOR employees shall not use telephones, disturb
17 papers on desks, in cabinets, or drawers, and shall not
18 tamper with personal property.
- 19 K. CONTRACTOR shall provide all equipment and supplies
20 necessary to accomplish the janitorial tasks -- except
21 those items of supply specified herein which are to be
22 provided by COUNTY.
- 23 L. CONTRACTOR shall provide necessary containers to convey
24 trash to outside area designated for refuse collection.
- 25 M. CONTRACTOR shall insure that all building lights are out
26 except those necessary for the cleaning crew in the area
27 being worked. Upon leaving building, cleaning crew must
28 extinguish all lights and lock all doors.
- 29 2. In consideration of the covenants of CONTRACTOR herein, COUNTY
30 hereby agrees to pay the sum of FOUR HUNDRED EIGHTY-SEVEN
31 and 50/100 (\$487.50) DOLLARS per month. In addition, charges
32 may be incurred for the following services performed, after

- 1 initial cleaning, as noted in Paragraph 1.A.4. and 1.A.5:
- 2 A. \$85 per service to clean, paste-wax, and polish all
- 3 hardwood floors.
- 4 B. \$72 per service to strip, wax, and polish all vinyl floors.
- 5 C. \$58 per service to wash all windows.
- 6 D. Six cents per square foot to shampoo carpets.
- 7 E. Eight cents per square foot to steam clean carpets.
- 8 3. IT IS MUTUALLY AGREED AS FOLLOWS: Micro Fiched
- 9 A. In the performance of the work, duties and obligations
- 10 devolving upon it under this agreement, CONTRACTOR is at
- 11 all times acting and performing as an independent contractor
- 12 conducting his business of rendering janitorial service.
- 13 B. The term of this agreement shall begin on April 15, 1974,
- 14 and shall continue until 30 June 1975, unless sooner
- 15 terminated by COUNTY for inadequate performance in the
- 16 manner hereinafter set forth.
- 17 C. CONTRACTOR agrees to pay and save COUNTY harmless from
- 18 and to defend COUNTY against any and all claims arising
- 19 from any act, omission, or negligence of CONTRACTOR, or
- 20 its contractors, licensees, agents, servants or employees.
- 21 D. During the term of this agreement, CONTRACTOR shall, at
- 22 his own expense, maintain in full force a policy or
- 23 policies of public liability insurance insuring CONTRACTOR
- 24 and COUNTY against liability for injury for persons and
- 25 property and for death of persons arising from any acts
- 26 or injury or damage arising from any act, omission, or
- 27 negligence of CONTRACTOR or its subcontractors, licensees,
- 28 agents, servants, or employees. Each such policy shall
- 29 be subject to approval by COUNTY as to form and insurer.
- 30 The liability under such insurance shall be not less
- 31 than \$100,000 for any one person injured or killed, not
- 32 less than \$300,000 for any one accident, and not less

1 than \$50,000 for property damage. CONTRACTOR shall pro-
2 vide COUNTY with certificates of all policies. In
3 addition, CONTRACTOR shall maintain Workman's Compensation
4 insurance in the manner provided by law; and shall pro-
5 vide COUNTY with a certificate thereof.

6 E. It is hereby stipulated by CONTRACTOR that he has
7 inspected the premises and finds them to be in a safe
8 condition. Micro Fiched

9 F. No alteration or variation of the terms of this agreement
10 shall result unless made in writing and signed by the
11 parties hereto and no oral understandings or agreements
12 not incorporated herein, no alterations or variations in
13 the terms hereof unless so made, shall be binding on the
14 parties.

15 IN WITNESS WHEREOF, the parties hereto have
16 executed this agreement as of the day and year hereinabove set
17 forth.

18 COUNTY OF YOLO, a political subdivision
19 of the State of California

20 BY Joe E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

21 ATTEST:
22 LAURENCE P. HENIGAN, CLERK

23 BY Pete E. Lucas
24 DEPUTY

25 (SEAL)
26

27 OTTO H. SPRINK, doing business as
28 RELIABLE MAINTENANCE

29 BY OTTO H. Sprink
30
31
32

FILED

APR 22 1974

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74-68

(Agreement for the use of the Winters Dump)

THIS AGREEMENT made and entered into this 22nd day of April, 1974, by and between the COUNTY OF YOLO, herein-
after referred to as COUNTY, and the CITY OF WINTERS, hereinafter
referred to as CITY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the parties hereto have heretofore entered into
Agreement No. 72-299, and said agreement has expired; and

WHEREAS, there presently exists a continuing need for
residents of the unincorporated areas of the County of Yolo to
deposit refuse in the Winters City Dump; and

WHEREAS, it is desired by the parties hereto to enter
into a new agreement setting forth their rights and obligations
respecting said Winters City Dump from and after March 1st,
1974,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The residents of the unincorporated area of Yolo
County and the County of Yolo itself shall have the privilege of
depositing refuse in the Winters City Dump in the manner and at
the times as CITY may prescribe by rules and regulations govern-
ing said dump.

2. As full consideration to be given by COUNTY under
this agreement, COUNTY shall pay to CITY the sum of THREE HUNDRED
SIXTY-EIGHT (\$368) DOLLARS per month.

3. Use of said dump site has been made by residents of
the County of Yolo upon said terms and conditions since March 1,
1974, in contemplation of this agreement.

4. The terms of this agreement shall commence on the
first day of March 1974 and shall terminate on the 30th day of

1 June 1974.

2 5. For that portion of the 1973-74 fiscal year from July
3 1, 1973, to February 28, 1974, being a period of eight months,
4 COUNTY shall pay to CITY the sum of \$166.66 per month, being
5 \$1,333.28, for services so rendered.

6 IN WITNESS WHEREOF, the parties hereto have executed this
7 agreement the day and year first above written.

8 COUNTY OF YOLO

9 BY Wm E. Duncan
10 CHAIRMAN OF THE BOARD OF SUPERVISORS

11
12 ATTEST:

Micro Ficheo

13 LAURENCE P. HENIGAN, CLERK

14 BY John E. Lucas
15 DEPUTY

16 (SEAL
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21 CITY OF WINTERS

22 BY Jack L. Atherton
23 Jack L. Atherton, Mayor
24

25 ATTEST:

26 Doris A. Taylor
27 Doris A. Taylor, City Clerk
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31
32

FILED

APR 22 1974

LAURENCE P. HENIGAN, Clerk

By *Balmain Rodgers*

1 AGREEMENT NO. 74- 69

2 L E A S E

3
4 THIS LEASE made and entered into this 22nd day of
5 April , 1974, by and between the SACRAMENTO-YOLO PORT DISTRICT,
6 hereinafter designated as LESSOR, and the COUNTY OF YOLO, a politi-
7 cal subdivision of the State of California, hereinafter designated
8 as LESSEE,

9
10 W I T N E S S E T H:

Micro Fiched

11 LESSOR hereby leases to LESSEE and LESSEE hereby hires and
12 takes from LESSOR all that certain real property situated in the
13 County of Yolo, State of California, which is depicted on Exhibit
14 "A" attached hereto and made a part hereof and more particularly
15 described as follows:

16 BEGINNING at the Northeast corner of Silva's
17 Subdivision as same appears of record in Map
18 Book 4, Pages 68 and 69, Yolo County Records;
19 thence North 89° 22' 08" East along the South
20 line of Stone Blvd. 903.26 feet to the North-
21 westerly line of California State Highway
22 Route 99 Yolo Section B, also known as Jefferson
23 Blvd.; thence along a curve to the right having
24 a radius of 999.50 feet and distant 15 feet
25 Northwesterly and radially from the center-
line of the main track of the Sacramento-Yolo
Port Belt Line Railroad, a distance along the
arc of 590.54 feet, the chord of which bears
South 61° 43' 43" West, 581.99 feet; thence
South 89° 22' 08" West, 389.49 feet to the
Southeast corner of Silva's Subdivision; thence
North 0° 14' 59" West along the east line of
said subdivision, 270.00 feet to the point of
beginning. Containing 4.394 acres of land.

26 Said leasing and hiring are made upon the following terms
27 and conditions:

28 1. The term of this lease shall be a period of ten (10)
29 years, commencing March 1, 1974 and terminating February 28, 1984.

30 2. LESSEE shall use said premises solely and only for
31 park and recreation purposes and LESSEE shall be allowed to make
32 any improvements on said premises as it deems necessary to carry

1 out such purposes.

2 3. The rental for said premises shall be \$1.00 per year.

3 4. LESSEE shall not permit any liens or encumbrances of
4 any character to attach to the property or any part thereof, and
5 LESSEE shall save LESSOR free and harmless from all claims and
6 demands of every kind which may be asserted by any person for any
7 act or omission of LESSEE or any person acting on its behalf, or
8 arising in any way out of the condition of the property hereby
9 leased.

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10 5. LESSEE shall maintain in full force and effect at all
11 times during the term of this lease at its own expense a public
12 liability and property damage insurance policy issued by a reputable
13 insurance company acceptable to LESSOR protecting the interest of
14 LESSOR, LESSEE, its agents and employees, and any others using said
15 premises with respect to their liability for personal injuries,
16 including death, to third persons and damage to or loss of property
17 of third persons resulting from any act or omission of LESSEE, its
18 agents, employees, or others. Said public liability insurance
19 shall be in an amount of not less than \$250,000 for one person
20 injured in one accident and not less than \$1,000,000 for more than
21 one person injured in one accident; and said property damage
22 insurance shall be in an amount of not less than \$500,000 for any
23 one accident. LESSEE shall furnish LESSOR with a certificate of
24 insurance evidencing the issuance of the foregoing policy prior to
25 the exercise of any of the rights and privileges granted by this
26 lease, and said insurance policy shall provide that it shall not
27 be cancelled nor reduced in amount of coverage until after thirty
28 (30) days' written notice of cancellation or reduction in coverage
29 shall have been mailed to LESSOR.

30 6. LESSEE shall not assign this lease or any interest
31 therein, nor sublease any part of the premises, without the writ-
32 ten consent of the LESSOR, and neither this lease nor any interest

1 therein shall be assignable or transferable in proceedings by or
2 against LESSEE.

3 7. LESSOR and its agents and representatives shall have
4 the right to enter upon the property at any time or place for the
5 purpose of inspection thereof.

6 8. Upon the termination of this lease, LESSEE shall, at
7 its sole cost and expense, remove all facilities or improvements
8 installed by it and leave said premises in a clean and orderly con-
9 dition within ninety (90) days from the date of termination. If
10 said facilities or improvements are not removed within said period,
11 LESSOR may remove the same and the cost incurred in so doing shall
12 be paid by LESSEE.

Micro Fiches

13 9. All agreements, promises and terms herein contained on
14 the part of LESSEE to be kept and performed are conditions as well
15 as covenants, and in the event LESSEE shall fail, neglect or refuse
16 to keep or perform any of the same, LESSOR, in addition to the
17 remedies in this lease or otherwise provided by law, may at its
18 option terminate this lease and enter upon the premises without
19 notice to LESSEE and exclude LESSEE and all persons therefrom, and
20 take and resume possession of the premises.

21 10. Any taxes or assessments which may become due on the
22 leased premises, or on any personal property located on the
23 premises, shall be paid by LESSEE.

24 11. If any action or suit be brought by LESSOR for the
25 breach of, or to restrain the breach of, any of the provisions
26 herein contained, or for recovery of the premises and/or forfeiture
27 of the lease, and if LESSOR prevails in such suit, LESSEE shall pay
28 to LESSOR such attorney's fees as the Court shall determine to be
29 reasonable.

30 12. The waiver by LESSOR of any breach of any of the pro-
31 visions herein contained on the part of LESSEE to be kept and per-
32 formed shall not be construed as a waiver of any breach thereof

1 subsequently arising or to be a waiver of the breach of any other
2 of said provisions.

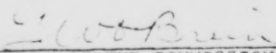
3 13. Subject to the limitation of assignment set forth
4 above, this lease shall bind and inure to the benefit of the
5 assigns and successors in interest of LESSEE.

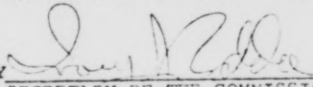
6 14. Time is of the essence of this lease.

7 IN WITNESS WHEREOF, the parties have hereunto caused
8 their names to be subscribed by the officers thereunto duly autho-
9 rized the day and year first above written.

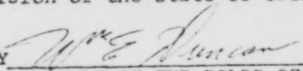
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10 SACRAMENTO-YOLO PORT DISTRICT

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12 BY 
CHAIRMAN OF THE COMMISSION

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14 BY 
15 SECRETARY OF THE COMMISSION
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19 COUNTY OF YOLO, a political subdi-
20 vision of the State of California

21 BY 
22 CHAIRMAN OF THE BOARD OF SUPERVISORS
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1 AGREEMENT NO. 74-70

2 (Amendment to Agreement No. 73-189, as amended
3 by Agreement No. 74-64, for Services Rendered by
4 YOLO ALTERNATIVES, INC.)

5 THIS AGREEMENT made and entered into this 6th day of
6 May, 1974, by and between the COUNTY OF YOLO, a political subdi-
7 vision of the State of California, hereinafter called COUNTY, and
8 YOLO ALTERNATIVES, INC., a non-profit corporation, hereinafter
9 called CORPORATION,

10 W I T N E S S E T H:

Micro Fiched

11
12 RECITALS:

- 13 1. COUNTY and CORPORATION have heretofore entered into Yolo County
14 Agreement No. 73-189, as amended by Agreement No. 74-64, for
15 the provision of services to assist in the rehabilitation of
16 chronic offenders;
17 2. COUNTY has available to it additional funds for such program;
18 3. The parties hereto desire to increase the maximum limit of
19 services to be provided under said agreement from \$12,500 to
20 \$15,500.

21 AGREEMENTS:

- 22 1. Paragraph 2 of Agreement No. 73-189 as amended by Agreement
23 No. 74-64, is hereby amended to read as follows:

24 "That the total amount of money that COUNTY is
25 obligated to pay for all services rendered by
26 CORPORATION shall not exceed the sum of FIFTEEN
27 THOUSAND FIVE HUNDRED (\$15,500) DOLLARS."

- 28 2. Paragraph 5 of said agreement is hereby amended to read as
29 follows:

30 "The term of this agreement shall terminate on
31 June 30, 1974, or, if sooner, upon the expendi-
32 ture of said sum of FIFTEEN THOUSAND FIVE HUNDRED

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(\$15,500) DOLLARS."

3. In all other respects, the provisions of said Agreement No. 73-189 as amended by Agreement No. 74-64 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

THE COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

YOLO ALTERNATIVES, INC., a non-profit corporation

BY _____

BY _____

FILED

MAY - 6 1974

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74-71

Barbara A. Rodgers

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 6th day of May, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and CHERIE SMITH, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
 - A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
 - B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
 - C. Coordinating patient and family care.
 - D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
 - 1) Takes detailed health history.
 - 2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
 - 3) Orders necessary laboratory tests.
 - 4) Takes appropriate smear and cultures.
 - 5) Draws blood for test purposes.
 - 6) Gives immunizations.

- 1 7) Diagnoses and treats common and/or relatively
2 stable illnesses.
- 3 8) Initiates prescriptions to be countersigned by
4 the physician for medications other than narcotics
5 or other dangerous drugs.
- 6 9) Conducts growth and development testing.
- 7 10) Gives health instruction to patients and families.
- 8 11) Counsels patient and families regarding total
9 health needs. *Micro Fiched*
- 10 12) Provides guidance and consultation to PHN staff PRN.
- 11 13) Refers patients to physician when appropriate.
- 12 14) Does problem centered recording.
- 13 2. CONTRACTOR shall provide said services at all times as an
14 independent contractor and not as an employee of the County
15 of Yolo.
- 16 3. For said services, CONTRACTOR shall be paid the sum of TEN
17 (\$10) DOLLARS per hour for a maximum of twenty (20) hours per
18 week. Said payment shall be made by COUNTY to CONTRACTOR
19 upon her submission of a claim to COUNTY, countersigned and
20 approved by the Health Officer of COUNTY.
- 21 4. CONTRACTOR shall commence services on the 29th day of April,
22 1974, and shall continue to perform said services until the
23 30th day of June, 1974. During said period of
24 time, CONTRACTOR shall work for a maximum of twenty hours per week
- 25 5. Either party may terminate this contract upon delivery to the
26 other party of thirty (30) days' notice of such termination.

27 IN WITNESS WHEREOF, the parties hereto have executed this
28 agreement as of the day and year hereinabove set forth.

29 COUNTY OF YOLO, a political subdivi-
30 sion of the State of California

31 BY *[Signature]*

32 CHAIRMAN OF THE BOARD OF SUPERVISORS

CONTRACTOR -

Cherie Smith
CHERIE SMITH

Micro Fiched

FILED

MAY - 6 1974

LAURENCE P. HENSON, Clerk

By *B. A. Rodgers*

AGREEMENT NO. 74- 72

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 6th day of May, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and JOANN TROLINGER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

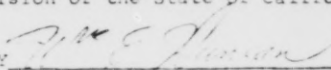
AGREEMENTS:

1. CONTRACTOR shall perform the following services for COUNTY:
 - A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
 - B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
 - C. Coordinating patient and family care.
 - D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
 - 1) Takes detailed health history.
 - 2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
 - 3) Orders necessary laboratory tests.
 - 4) Takes appropriate smear and cultures.
 - 5) Draws blood for test purposes.
 - 6) Gives immunizations.

- 1 7) Diagnoses and treats common and/or relatively
2 stable illnesses.
- 3 8) Initiates prescriptions to be countersigned by
4 the physician for medications other than narcotics
5 or other dangerous drugs.
- 6 9) Conducts growth and development testing.
- 7 10) Gives health instruction to patients and families.
- 8 11) Counsels patient and families regarding total
9 health needs. Micro Fiched
- 10 12) Provides guidance and consultation to PHN staff PRN.
- 11 13) Refers patients to physician when appropriate.
- 12 14) Does problem centered recording.
- 13 2. CONTRACTOR shall provide said services at all times as an
14 independent contractor and not as an employee of the County
15 of Yolo.
- 16 3. For said services, CONTRACTOR shall be paid the sum of TEN
17 (\$10) DOLLARS per hour for a maximum of twenty (20) hours per
18 week. Said payment shall be made by COUNTY to CONTRACTOR
19 upon her submission of a claim to COUNTY, countersigned and
20 approved by the Health Officer of COUNTY.
- 21 4. CONTRACTOR shall commence services on the 29th day of April,
22 1974, and shall continue to perform said services until the
23 30th day of June, 1974. During said period of
24 time, CONTRACTOR shall work for a maximum of twenty hours per
25 week.
- 26 5. Either party may terminate this contract upon delivery to the
27 other party of thirty (30) days' notice of such termination.

28 IN WITNESS WHEREOF, the parties hereto have executed
29 this agreement as of the day and year hereinabove set forth.

30 COUNTY OF YOLO, a political subdi-
31 vision of the State of California

32 BY 

CHAIRMAN OF THE BOARD OF SUPERVISORS

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CONTRACTOR -

Joann Trolinger

JOANN TROLINGER

Micro Fiches

FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
and
California Department of Agriculture
California Department of Public Health
Cooperating with

FILED

MAY 14 1974

LAURENCE P. HENIGAN, Clerk
By *Bailma R. Rodgers*
Deputy

YOLO

COUNTY

In accordance with the terms of a cooperative project agreement between the U. S. Department of the Interior, Bureau of Sport Fisheries and Wildlife, the California Department of Agriculture and the California Department of Public Health, approved May 28, 1958, copies of which are on file at Room E2717, Federal Building, 2000 Cottage Way, Sacramento, California, 95825, this field agreement is made to augment the animal damage control program in YOLO County, hereinafter known as the cooperator.

IT IS THEREFORE MUTUALLY AGREED THAT:

1. The work contemplated herein is primarily for the purpose of protecting domestic livestock, poultry, and suppression of rabies, both for protection of domestic animals and human health.

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2. The animal damage control program conducted under the terms of this agreement shall be under the general supervision of the Bureau of Sport Fisheries and Wildlife, the California Department of Agriculture and the California Department of Public Health, these three agencies acting as a unit in accordance with the terms of the cooperative agreement above referred to. The local representative of the Bureau of Sport Fisheries and Wildlife will consult frequently with the cooperator relative to the extent of Bureau participation, the determination of salaries and expenses of cooperative employees, and plans and procedures necessary to best serve the interests of the parties hereto. Direct supervision of the field operations shall be vested in the Bureau of Sport Fisheries and Wildlife.

3. The County of YOLO will provide \$ 24,890.00 for payment of salaries and authorized travel costs of personnel employed in this program during the period July 1, 1974 to June 31, 1975. The Bureau and State Departments of Agriculture and Public Health may contribute certain sums for supplies and equipment and payment of hunters' salaries and costs.

4. The State Supervisor of the Bureau or his designated assistant will certify as to correctness, all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided that no funds of the cooperator will be collected or disbursed by any employee working under the terms of this agreement, or transferred to any such employee except in payment for salaries and expenses in accordance with the plans and procedures formulated and agreed to under Paragraph 1 above.

XEROX
COPY

5. The employees selected and appointed hereunder, and serving in YOLO County, shall be deemed to be the employees of said County and shall be covered by its Workmen's Compensation and other insurance and included in Retirement Benefits; but the actual supervision, direction and control of said employees is delegated to the Federal and State agencies aforesaid.

6. This agreement and any continuation hereof shall be contingent upon the availability of funds. It is understood and agreed that any monies allocated for the purposes of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the agency making the funds available.

7. This agreement may be terminated by any party upon thirty (30) days written notice, and by mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates shown opposite their respective signatures.

Micro Fiched

MAY 6, 1974

(Date)

W. E. Duncan
Chairman, Board of Supervisors
of YOLO County

5-13-74

(Date)

Malcolm D. Allen
State Supervisor, Division of Wildlife
Services, Bureau of Sport Fisheries
and Wildlife

[Signature]

SUPPLEMENT INFORMATION ON
FIELD AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Sport Fisheries and Wildlife
And
California State Department of Agriculture
Cooperating With

YOLO County

The amount of \$ 24,890.00 as shown on Micro Fiches
the agreement is to be disbursed as follows:

	<u>Hunter</u>	<u>Salary*</u>	<u>Travel</u>	<u>Other Expenses</u>
1. Richard L. Kimes		\$10,765.00	\$1,200.00	\$430.00
2. Riley J. O'Bryant		\$10,765.00	\$1,200.00	\$480.00
3.				
4.				
	<u>Total</u>	<u>\$21,530.00</u>	<u>\$2,400.00</u>	<u>\$910.00</u>

(Signature)
Herbert A. Chandler
Agriculture Commissioner
April 16, 1974
(Date)

*If hunter(s) is to receive a salary increase during the effective period of this agreement, please show both rates and the effective dates.

[Handwritten signature]

MAY - 6 1974

LAURENCE P. HEN... Clerk
By... BARBARA A. RODGER...
Deputy

AGREEMENT NO. 74-74

(Agreement for Professional and Technical
Services for the Yolo County Health Dept.)

THIS AGREEMENT made and entered into this 6th day of
May, 1974, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
referred to as COUNTY, and CONNERLY & ASSOCIATES, Consultants,
hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY has formally adopted within its general
plan a housing element as required by California Government Code
§ 65302(c); and

WHEREAS, it is the intent of COUNTY to proceed toward the
implementation of the policies contained in said element; and

WHEREAS, it is therefore understood by the parties that
COUNTY requires professional and technical consulting services to
assist in the development of a countywide program aimed at con-
serving and rehabilitating the existing inventory of housing stock;
and

WHEREAS, COUNTY desires assistance in structuring such a
program and establishing staff capability for the implementation
and continuation thereof,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. CONTRACTOR shall develop and submit by June 14, 1974,
a housing code ordinance in form and content acceptable for formal
presentation to the County governing body.

2. CONTRACTOR shall meet with interested citizen groups,
professional organizations, trade associations and others assigned
by COUNTY in the process of compliance with the above in an effort
to keep such organizations duly informed.

1 expenses incurred or services rendered in excess of said sum shall
2 be deemed by the parties to be volunteered by CONTRACTOR.

3 12. Payment shall be made to CONTRACTOR on a monthly basis
4 upon his presentation of a claim countersigned by the Director of
5 Health, setting forth hours of work performed and the related
6 expenses. The Director of Health shall receive a progress report
7 with the claim. Micro Fiched

8 13. In contemplation of the execution of this agreement,
9 CONTRACTOR has performed services prior to the formal execution
10 of this instrument. All of said services and expenses shall be
11 considered services rendered under the terms of this agreement,
12 and shall be considered part of the services rendered hereunder.

13 14. This contract expires on June 30, 1974.

14 IN WITNESS WHEREOF, the parties hereto have executed
15 this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

16
17
18 BY W E Duncan
19 CHAIRMAN OF THE BOARD OF SUPERVISORS
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23 CONTRACTOR -

24 CONNERLY & ASSOCIATES

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26 BY Ward Connerly
WARD CONNERLY
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THIS AGREEMENT, made this 21st day of May, 1974, by and between SACRAMENTO NORTHERN RAILWAY, a corporation, hereinafter termed "Railroad", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter termed "Grantee",

Micro Fiched

W I T N E S S E T H:

WHEREAS, Railroad is operating a line of railroad in the County of Yolo, State of California; and

WHEREAS, Grantee desires to reconstruct a public street or highway, CPUC Crossing No. 8-89.7, hereinafter termed "roadway" across Railroad's track and right-of-way within the real property described on Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, Railroad is willing to grant to Grantee the right to reconstruct and maintain said roadway across Railroad's right-of-way and track in the vicinity of Milepost 89.7 upon the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the premises and the covenants, promises and agreements hereinafter contained to be kept, observed and performed by Grantee, Railroad, to the extent it has the right and power to do so, hereby grants to Grantee the right to reconstruct, improve, maintain and use a roadway upon and across

FILED

MAY 22 1974

LAURENCE P. HENIGAN, Clerk
By: *Barbara Rodgers*

Railroad's track and right-of-way located upon and across the real property described in said Exhibit "A" upon the following terms and conditions, to all of which Grantee assents, to wit:

1. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface as Micro Fished originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane.

2. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In the event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said roadway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances,

liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

3. The rights herein granted shall lapse and become void if the reconstruction of said roadway is not commenced within one (1) year from the date first herein written.

Micro Fiched

4. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said right-of-way, except as necessary for maintenance of said roadway. Any construction, reconstruction or relocation of such facilities shall be subject to the approval of Railroad's Chief Engineer.

5. Grantee shall obtain any necessary governmental authority to reconstruct, improve, maintain and use said roadway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

6. Except as herein otherwise provided, Grantee shall bear the entire expense of reconstructing, improving

and maintaining said roadway. The crossing of said roadway over any tracks of Railroad shall be reconstructed and maintained at the grade of said tracks now or hereafter existing. After the reconstruction of said roadway has been completed, Railroad shall maintain the surface of that portion of said roadway between lines two (2) feet outside the rails of each track located thereon.

7. As part consideration herefor, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the reconstruction of said highway, exclusive of automatic gate crossing protection, commenced within one (1) year from the date first herein written. Micro Fiched

8. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the rights hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said roadway including the paving, from said property

of Railroad to restore said property as nearly as practicable to the same state and condition in which it existed prior to the reconstruction of said roadway and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said roadway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand. Micro Fiched

9. Grantee agrees to reimburse the holders of any license, lease or easement granted by Railroad and constructed prior to the day and date first hereinabove written, for the cost of relocation, rearrangement, reinforcement or other protection of such facilities necessitated or made necessary as a result of Grantee's proposed reconstruction of said roadway.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have

caused these presents to be executed in duplicate as of
the day and year first herein written.

SACRAMENTO NORTHERN RAILWAY

By *R. Michelson*
President and General Manager

and by *Letta M. Dyll*
Assistant Secretary

Micro Fiched

ATTEST:
LAURENCE P. HENIGAN,
County Clerk and Ex-
Officio Clerk of the
Board of Supervisors
of the County of Yolo,
State of California

COUNTY OF YOLO, a political
subdivision of the State of
California

By *W. E. Duncan*

(SEAL)

By *Balmain Rodgers*
Deputy Clerk

and by *P. E. Lucas*

Received as to Same
and
County Clerk of Yolo County

SACRAMENTO NORTHERN RAILWAY

DESCRIPTION FOR THE JOINT USE AGREEMENT WITH THE COUNTY OF YOLO
FOR THE IMPROVEMENT OF LINDEN ROAD, C.P.U.C. CROSSING NO. 8-89.7

. . . SITUATE in the County of Yolo, State of California, described
as follows:

A parcel of land being a portion of Swamp Land Survey No. 2261,
Yolo County, California, said parcel being more fully described as
follows:

Micro Fiched

Commencing at the monument at the intersection of Sacramento
Northern Railway tracks with the centerline of Linden Road, as said
monument is shown on the Record of Survey filed in Book 10 of Maps
and Surveys at Pages 80 to 83, in the Office of the Recorder of the
County of Yolo; thence South $67^{\circ} 15' 48''$ East, 59.30 feet, along the
centerline of Linden Road to the easterly Right-Of-Way line of the
Sacramento Northern Railway, the true point of beginning; thence
South $22^{\circ} 47' 12''$ East, 30.00 feet, along said easterly Right-Of-Way
line to the southerly Right-Of-Way line of Linden Road; thence South
 $67^{\circ} 12' 48''$ West, 100.00 feet, to the westerly Right-Of-Way line of
the Sacramento Northern Railway; thence North $22^{\circ} 47' 12''$ West,
85.00 feet, along said westerly Right-Of-Way line; thence North
 $67^{\circ} 12' 48''$ East, 100.00 feet, to the easterly Right-Of-Way line
of the Sacramento Northern Railway; thence South $22^{\circ} 47' 12''$ East,
55.00 feet, along said easterly Right-Of-Way line to the true point
of beginning.

EXHIBIT "A"

MAY 13 1974

LAURENCE P. MENIGAL, Clerk

By *Balmaina Coolidge*

Agreement No. 74-76

Woodland, California

May 13, 1974, 1974

ROBERT R. GRIFFIN and JOAN B. GRIFFIN, his wife, and

JAMES R. LAWSON and LOIS A. LAWSON, his wife

Grantors

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Micro Fiched

Document No. 74-5 in the form of a Grant Deed, covering
the following described property:

A portion of Parcel 1, as Parcel 1 is shown on the
Record of Survey filed in Book 10 of Maps and Surveys
at Page 66, Yolo County Records, said portion being
more fully described as follows:

COMMENCING at the Northwest corner of Section 6,
Township 9 North, Range 2 East, M.D.B.&M., as said
corner appears of record on the aforementioned Record
of Survey: thence South 89°24'53" East 30.00 feet
along the North line of Section 6; thence South 00°11'23"
East 50.00 feet to the intersection of the Southerly
right of way of County Road Number 24 with the Easterly
right of way line of County Road Number 98, THE TRUE
POINT OF BEGINNING; THENCE continuing South 00°11'23"
East 446.40 feet along said Easterly right of way line
to the Southerly line of said Parcel 1; thence South
89°24'53" East 20.00 feet along said Southerly line
of Parcel 1; thence North 00°11'23" West 421.06 feet
along a line parallel with and 20.00 feet Easterly of
the Easterly right of way of County Road Number 98 to
a tangent curve; thence along said curve concave to
the Southeast, with a radius of 25.00 feet, through a
central angle 90°46'30" with a chord that bears
North 45°11'52" East 35.59 feet, an arc length of
39.61 feet, to a point of cusp with the Southerly
right of way line of County Road Number 24; thence
North 89°24'53" West 45.34 feet along said Southerly
right of way line to the TRUE POINT OF BEGINNING.

Containing 0.208 acres.

has been executed and delivered to Lloyd H. Roberts, Director of
Public Works of the County of Yolo.

In consideration of which, and the other considerations
hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their
agreement. The performance of this agreement constitutes the
entire consideration for said document and shall relieve the

County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantors the sum of \$1,100.00 for the property as conveyed by Grant Deed No. 74-5 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 68260 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: May 13, 1974

Approved by Jo Form

Dated

5-28-74

(Grantors)

Recommended for Approval

COUNTY OF YOLO

By

CHAIRMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

FILED
JAN 15 1974
L. B. BULLARD & SONS
B. Bullard & Sons

1 Agreement No. 74-77
2 Woodland, California
3 Nov 13, 1974
4 JOE HEIDRICK and EDITH I. HEIDRICK, his wife
5 Grantors
6 RIGHT OF WAY CONTRACT
7 COUNTY HIGHWAY
8 Document No. 74-4 in the form of a Grant Deed, covering
9 the following described property: Micro Fiched

10 A parcel of land being a portion of the South half of
11 the Southeast quarter of Section 36, Township 10
12 North, Range 1 East, M.D.B.&M., Yolo County, Calif-
13 ornia, said parcel being more fully described as
14 follows:

15 COMMENCING at the Southeast corner of Section 36;
16 thence North 89°25'26" West 30.00 feet along the
17 South line of Section 36; thence North 00°19'22"
18 East 25.00 feet to the intersection of the Northerly
19 right of way line of County Road Number 24 with the
20 Westerly right of way line of County Road Number 98,
21 THE TRUE POINT OF BEGINNING; THENCE continuing North
22 00°19'22" East 180.00 feet along said Westerly right
23 of way line of County Road Number 98; thence North
24 89°25'26" West 5.00 feet; thence South 00°19'22"
25 West 119.78 feet along a line parallel with and 5.00
26 feet Westerly of the Westerly right of way line of
27 County Road Number 98 to a tangent curve; thence along
28 said curve, concave to the Northwest, with a radius
29 of 50.00 feet, through a central angle of 90°15'12",
30 with a chord bearing South 45°26'58" West 70.87 feet,
31 an arc length of 78.76 feet; thence leaving said
32 curve, South 00°19'22" West 10.00 feet to the Northerly
right of way line of County Road Number 24; thence
South 89°25'26" East 55.22 feet along said Northerly
right of way line to the true point of beginning.

Containing 0.045 acres.

has been executed and delivered to Lloyd H. Roberts, Director of
Public Works of the County of Yolo.

In consideration of which, and the other considerations
hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their
agreement. The performance of this agreement constitutes the
entire consideration for said document and shall relieve the
County of all further obligations or claims on this account, or

1 on account of the location, grade and construction of the proposed
2 public improvement.

3 II. The County shall:

4 A. Pay the undersigned grantor the sum of \$250.00 for the
5 property as conveyed by Grant Deed No. 74-4 (herein
6 described) within sixty (60) days after date title to said property
7 vests in, or is in escrow for the County of Yolo, free and clear
8 of all liens, encumbrances, assessments, easements, and leases
9 recorded and/or unrecorded.

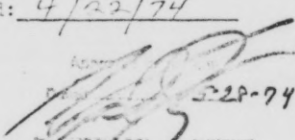
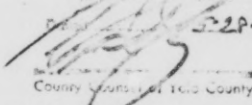
Micro Fiches

10 This transaction will be handled through an escrow number
11 68261 with Western Title Guaranty Company of Woodland.

12 B. Pay all escrow and recording fees incurred in this
13 transaction including documentary tax stamps, if required, and
14 if title insurance is desired by the County, the premium charged
15 therefore.

16 IN WITNESS WHEREOF, the parties have executed this agreement
17 the day and year first above written.

18 Dated: 4/22/74

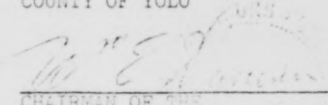
19 
20 3-22-74
21 
22 County Clerk of Yolo County

Joe J. Budnick
Edith D. Budnick
(Grantors)

23 Recommended for Approval

COUNTY OF YOLO

24 By Lloyd H. Roberts

25 
26 CHAIRMAN OF THE
27 BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

28 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.
29
30
31
32

FILED
1974
LAWRENCE E. ROBERTS, CLERK
of Colusa Rodgers

1 Agreement No. 74-78

2 _____, California

3 May 13, 1974

4 CHESTER G. ROTH

5 Grantor

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

7 Document No. 74-3 in the form of a Grant Deed, covering
8 the following described property:

Micro Fiched

9 A parcel of land being a portion of Lot 3 of the
10 "Browning Ranch", being a subdivision of the North-
11 east quarter of Section 1, Township 9 North, Range 1
12 East, and part of the Northwest quarter of Section 6,
13 Township 9 North, Range 2 East, M.D.B.&M., as shown
14 by the map or plat thereof on file and of Record in
the Office of the County Recorder of the County of
Yolo in Book 4 of Maps and Surveys at page 60, said
parcel being more fully described as follows:

15 COMMENCING at the Northeast corner of said Section 1;
16 thence North 89°25'26" West 30.00 feet along the North
17 line of said Section 1; thence South 00°11'23" East
25.00 feet to the intersection of the Southerly right
18 of way line of County Road Number 24 with the Westerly
19 right of way line of County Road Number 98, THE TRUE POINT
OF BEGINNING; THENCE continuing South 00°11'23" East
24.67 feet along said Westerly right of way line to a
20 point of cusp with a tangent curve concave to the
21 Southwest; thence along said curve, with a radius of
25.00 feet, through a central angle of 89°14'03",
22 with a chord bearing North 44°48'25" West 35.12 feet,
an arc length of 38.94 feet to a point of cusp with
the Southerly right of way line of County Road Number
24, a tangent line; thence South 89°25'26" East 24.67
feet along said Southerly right of way line to the
TRUE POINT OF BEGINNING.

23 Containing 0.003 acres.

24
25 has been executed and delivered to Lloyd H. Roberts, Director of
26 Public Works of the County of Yolo.

27 In consideration of which, and the other considerations herein-
28 after set forth, it is mutually agreed as follows:

29 I. The parties have herein set forth the whole of their
30 agreement. The performance of this agreement constitutes the entire
31 consideration for said document and shall relieve the County of
32 all further obligations or claims on this account, or on account

1 of the location, grade and construction of the proposed public
2 improvements.

3 II. The County shall:

4 A. Pay the undersigned grantor the sum of \$100.00 for the
5 property as conveyed by Grant Deed No. 74-3 (herein
6 described) within sixty (60) days after date title to said pro-
7 perty vests in, or is in escrow for the County of Yolo, free and
8 clear of all liens, encumbrances, assessments, easements, and leases
9 recorded and/or unrecorded.

Micro Fiched

10 This transaction will be handled through an escrow number
11 68259 with Western Title Guaranty Company of Woodland.

12 B. Pay all escrow and recording fees incurred in this
13 transaction including documentary tax stamps, if required, and if
14 title insurance is desired by the County, the premium charged
15 therefore.

16 IN WITNESS WHEREOF, the parties have executed this agreement
17 the day and year first above written.

18 Dated: 4-25-74

19

John L. Watt
(Grantor)

20 Recommended for Approval

COUNTY OF YOLO

21

22 By *Legend H. Roberts*

W. E. L...
CHAIRMAN OF THE
BOARD OF SUPERVISORS
COUNTY OF YOLO
STATE OF CALIFORNIA

23

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26 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

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Legend H. Roberts
County Council of Yolo County
5-2-74

70
FILED

MAY 22 1974

AGREEMENT NO. 74-79
COUNTY OF YOLO, CALIFORNIA

LAURENCE P. HENIGAN, Clerk

by Paula S. General
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 13th day
of May, 19 74, by and between

R. C. Collet, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

the improvements to Cummins Way Storm Drain, Evergreen
Avenue, Davis Road and Sutter Road, all in Yolo County,
California.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Construction Plans. Four Locations - Southeast Yolo County

(Plan Index No. 130B.01-c8) 4227 4231
(M.O. # 4226) 4230

Approved MARCH 22, 1914 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing;
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and specifi-
cations, and the requirements of the Engineer under them.

Micro Fiched

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within fifty five (55) working days next after the
the date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

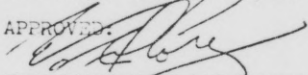
ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

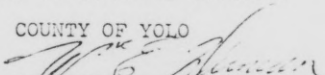
IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:



(County Counsel)

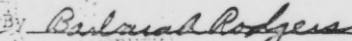
COUNTY OF YOLO



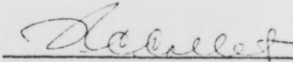
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk



(Deputy)



(Contractor)

Micro Filled

**GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT
FACE SHEET**

Group No. 61-1030 (PERS Retirees)

This Service Agreement, consisting of the attached Group Medical and Hospital Service Agreement and Benefit Schedules as supplemented by this Face Sheet, has been entered into between Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, and the Group named below in order to provide eligible Subscribers and eligible Family Dependents electing to enroll hereunder with health care benefits as specified in the attached Benefit Schedules and addenda hereto.

Amendment: Health Plan may amend this Agreement with respect to any matter, including rates, effective as of any anniversary of the effective date of this Agreement by written notice to Group at least sixty (60) days prior to said anniversary. All such amendments shall be deemed accepted by Group unless Group gives Health Plan written notice of nonacceptance at least thirty (30) days prior to said anniversary, in which event this Agreement shall terminate in accordance with Section 8. Effective on the anniversary. Notwithstanding the foregoing, if either the Medicare Act or any rule or regulation thereunder is amended in a manner which significantly affects Health Plan's obligations hereunder, then this Agreement may be amended effective upon at least 30 days' written notice to Group and Group's concurrence in such amendments shall be established by continuation of coverage hereunder after the effective date of such amendment.

Eligibility: Members must meet the following requirements in addition to those specified in Section 2 A.

See Additional Provisions.

Prescription Plan 3A attached hereto supersedes Section F of the Benefit Schedule.

Micro Riched

Coverage: Subscribers are covered under "S" Coverage Benefit Schedule.
Family Dependents are covered under "S" Coverage Benefit Schedule.

Periodic Payments: This table shows periodic payments required under this Agreement. If the Subscriber has

No Family Dependents, the periodic payment is the appropriate amount shown in line A.

One Family Dependent, the periodic payment is the sum of the appropriate amounts shown in lines A and B.

Two or more Family Dependents, the payment is the sum of the appropriate amounts shown in lines A, B and C.

		Member entitled to Health Plan (Non-Medicare)	Member entitled to Health Plan Supplement to Medicare	Member age 65 or older not entitled to Health Plan Supplement to Medicare	Each child 19 to 24 in family of four or more Members (Sect. 2-A(2) as Amended)
A	Subscriber	\$ 20.45	\$ 11.32	\$ 20.45	N/A
B	First Dependent	\$ 20.45	\$ 11.32	\$ 20.45	N/A
C	All Other Dependents	\$ 18.13	\$ 11.32	N/A	\$ 10.23

Annual Open Enrollment Period: None.

Executed at Oakland, California to take effect

as of July 1, 1974

Accepted MAY 20

19 74

Date April 30, 1974

Yolo County
Auditor's Office

Court House
Woodland, CA 95673

By *Barbara Rodgers*
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

04127 (REV. 1-74) +
61

ATTEST:
LAURENCE F. HODGSON, CLERK
By *Barbara Rodgers*

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By *Barbara Rodgers*
Authorized Representative of Northern California

680 SS p/r Dr3A 9+

XEROX
COPY

**KAISER
FOUNDATION
HEALTH PLAN INC.**

A Nonprofit Corporation
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

ADDITIONAL PROVISIONS

Group 61 (PERS)

The following additional provisions amend the Group Medical and Hospital Service Agreement:

1. The first paragraph of Section 2-A (2) of the Service Agreement is amended to read as follows:

- (2) **Family Dependents.** To be eligible to enroll as a Family Dependent a person must be either **Micro Ficher**
- (a) the spouse of the Subscriber, or
 - (b) a dependent child of either the Subscriber or the spouse of the Subscriber and either:
 - (i) unmarried and under the age of 19, or under the age of 24 with an additional periodic payment for children age 19 to 24 as indicated on the Face Sheet.
 - (ii) over the age of 19 and incapable of self-sustaining employment by reason of mental retardation or physical handicap incurred prior to age 24, and chiefly dependent upon the Subscriber or the spouse of the Subscriber for support and maintenance, proof of incapacity and dependency must be furnished annually if requested by Health Plan.
- (2) **Prescription Plan 3A** attached hereto supersedes Section F of the the Benefit Schedule.
- (3) **Eligibility**

The intent of the following provisions is to provide continued Kaiser Foundation Health Plan coverage for employees of public agencies after their retirement.

- (1) To be eligible to enroll or continue enrollment under this Service Agreement the Subscriber must be a retiree who meets the following additional requirements:
- a. The Subscriber must be retired from a public agency contracting with the Public Employees Retirement System for administration of retirement funds.
 - b. The Subscriber must be receiving an annuity through the Public Employees Retirement System sufficient to provide deduction of monthly Health Plan charges.
 - c. The Subscriber must be retired from a public agency which has in force a Service Agreement with the Kaiser

Group 61

Foundation Health Plan to provide health benefits for active employees.

d. The Subscriber must be a retiree who is not eligible to participate in the Meyers-Geddes Plan for public employees.

e. The Subscriber must be a transfer member from active employees status with no lapse in membership between active and retired status.

- (2) To be eligible to enroll or continue enrollment under this Service Agreement a Family Dependent must meet the following additional requirements:

a. The dependent must be a transfer member from active employee status with no lapse in membership between active and retired status.

Micro Fiched

b. A new spouse or dependent child may be enrolled only if the Subscriber acquires the new dependent (through marriage, birth or adoption) after retirement. Any family member who was the Subscriber's dependent but not enrolled at the time of retirement is not eligible to enroll after the Subscriber's enrollment, except that a dependent who was not enrolled because of a Kaiser Foundation Health Plan membership status as a Subscriber may be added as a dependent, provided there is no lapse in membership.

c. An enrolled spouse who becomes a surviving dependent and is eligible for continued payment of monthly charges by means of Public Employees Retirement System deductions may change from dependent to Subscriber status on the death of the Subscriber.

**KAISER
FOUNDATION**
HEALTH PLAN INC.

1924 BROADWAY, OAKLAND, CALIFORNIA • PHONE 645 6036
MAILING ADDRESS: P.O. BOX 12716, OAKLAND, CALIFORNIA 94604

IMPORTANT NOTICE REGARDING RETIREES

Group 61 (PERS)

The enclosed Group Medical and Hospital Service Agreement for retirees covers the twelve month period commencing July 1, 1974.

This will no doubt affect you in one of the three following situations:

- 1) If you have already made arrangements with the Public Employees Retirement System in Sacramento (PERS) to handle the deductions of Health Plan periodic payments from your retirees' retirement checks, then this Service Agreement is to inform you of the new amounts that will automatically be deducted from the retirees' warrants effective July 1, 1974; Micro Fiched
- 2) If you have not made arrangements with PERS and desire to do so in the future, it will be necessary for you to submit a copy of the enclosed Face Sheet of the Service Agreement to PERS with your request. There are minimal charges by PERS for this administrative service;
- 3) If your retirees do not receive their retirement payments from PERS, the attached does not apply. Please notify us so that we can discontinue sending you information concerning PERS.

Please sign and return a copy of the Face Sheet if 1) or 2) above is applicable. If you require additional information, your representative is available to assist you.

KAISER FOUNDATION HEALTH PLAN, INC.

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**KAISER
FOUNDATION
HEALTH PLAN INC.**

A Nonprofit Corporation
Northern California Region

PRESCRIPTION PLAN 3A

The Group Medical and Hospital Service Agreement is amended by adding all of Section F ("PRESCRIBED MEDICATIONS") of the Benefit Schedule(s) except Paragraph 4-a ("ADMINISTERED TO MEMBERS While Hospitalized") and substituting therefor the following:

F. PRESCRIBED MEDICATIONS

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1. ADMINISTERED TO MEMBERS

a. While Hospitalized. (Refer to Benefit Schedule.)

b. In Medical Offices, Emergency Departments, and on House Calls. Non-self-administered medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials, allergy treatment materials, dressings and casts furnished at Medical Offices, at Hospital emergency departments, or on house calls are provided without charge. The items which will be furnished on house calls are limited to those normally carried by house call Physicians. Immunizations for all diseases for which immunizations were generally available in the Service Area on January 1, 1975 are provided without charge. A list of diseases for which immunizations are covered is available at any Health Plan office.

2. PURCHASED BY MEMBERS. Members may purchase covered medications and accessories for \$1.00 for each prescription unless the quantity prescribed exceeds both the smallest therapeutic package made by the manufacturer, and 34 days' supply. Each refill of a prescription is subject to the same conditions and charges as the original prescription. If the prescription or refill is for a quantity greater than the limits described above, the charge shall be an additional \$1.00 for each multiple of such quantity or fraction thereof, except that the charge shall be only \$1.00 for each 100 nitroglycerin, phenobarbital or thyroid U.S.P. tablets if they are prescribed by a physician or dentist in quantities of 100 or more.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in the Service Area that are operated by Kaiser Foundation Hospitals or by Permanente Services, Inc. The scheduled hours of operation of such pharmacies will be provided to Group on request.

**a. Drugs for which a prescription is required by law.
b. Additional drugs and accessories.**

- (i) Diabetic supplies:
 - (a) insulin;
 - (b) sugar test tablets, sugar test tape, acetone test tablets, and Benedict's solution or equivalent;
 - (c) disposable needles and syringes in quantities needed for insulin prescribed insulin are provided without charge.
- (ii) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accordance with a physician's prescription).
- (iii) Elixir Terpin Hydrate, N.F.
- (iv) The following anti-acids:
 - (a) aluminum hydroxide;
 - (b) aluminum hydroxide with magnesium trisilicate;
 - (c) aluminum and magnesium hydroxide gel;
 - (d) calcium carbonate, magnesium carbonate suspension;
 - (e) dihydroxyaluminum aminoacetate.

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Organization
Northern California Region

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT

INTRODUCTION

Health Plan, in consideration of the periodic payments to be paid to Health Plan by Group and in consideration of the supplemental charges to be paid by or on behalf of Members, agrees to arrange necessary Medical and Hospital Services and other benefits during the term of this Service Agreement, subject, however, to all terms and conditions of this Service Agreement and the attached Benefit Schedules.

Interpretation of Agreement. In order to provide the advantages of integrated medical and hospital facilities and of group medical practice, Health Plan operates on a direct-service rather than indemnity basis. The interpretation of this Agreement is guided by the direct-service nature of the Health Plan program.

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1. DEFINITIONS

As used in this Medical and Hospital Service Agreement and all schedules or addenda hereto (except as otherwise expressly provided or made necessary by the context):

A. "Health Plan" means Kaiser Foundation Health Plan, Inc., a nonprofit corporation organized for the primary purpose of arranging for Medical and Hospital Services.

B. "Service Area" means that geographical area within the sixteen Northern California counties (Alameda, Amador, Contra Costa, El Dorado, Marin, Napa, Placer, Sacramento, San Francisco, San Mateo, Santa Clara, Solano, Sonoma, Sutter, Yolo and Yuba) lying within a radius of thirty miles of any Hospital or Medical Office.

C. "Health Plan Region" means any geographical area in which a direct-service health care program is conducted by Kaiser Foundation Health Plan, Inc., a California nonprofit corporation, or an affiliated organization.

D. "Subscriber" means a person who meets all applicable eligibility requirements of Section 2 and enrolls hereunder, and for whom the prepayment required by Section 4 has been actually received by Health Plan.

E. "Family Dependent" means any member of a Subscriber's family who meets all applicable eligibility requirements of Section 2 and is enrolled hereunder and for whom the prepayment required by Section 4 has been actually received by Health Plan.

F. "Member" means any Subscriber or Family Dependent; "Medicare Member" means any Member entitled to Benefits under both Parts of Medicare.

G. "Medical Group" means The Permanente Medical Group, a partnership of Physicians.

H. "Physician" means any doctor of medicine associated with or entered by Medical Group; "Attending Physician" means the Physician primarily responsible for the care of a Member with respect to any particular injury or illness.

I. "Hospital" means any hospital in Health Plan's Northern California Region with which Health Plan maintains contractual arrangements for Hospital Services. A current list of such Hospitals may be obtained from any Health Plan office.

J. "Medical Office" means any outpatient treatment facility in Health Plan's Northern California Region which is staffed by Medical Group. A current list of such Medical Offices may be obtained from any Health Plan office.

K. "Medical Services" (except as expressly limited or excluded by this Agreement) means those professional services of physicians and surgeons, and paramedical personnel, including

medical, surgical, diagnostic, therapeutic and preventive services which are (i) generally and customarily provided in the Service Area, and (ii) performed, prescribed or directed by Physicians.

L. "Hospital Services" (except as expressly limited or excluded by this Agreement) means those services for registered bed patients which are (i) generally and customarily provided by acute general hospitals in the Service Area, and (ii) prescribed, directed or authorized by a Physician.

M. "Prevailing Rates" means the cost of services provided by a Hospital, and the rates generally prevailing in the Service Area for all other services.

N. "Health Plan Rates" means the rates set forth in the Schedule of Supplemental Charges maintained at Hospitals and Medical Offices. Such rates are maintained at approximately 50% of Prevailing Rates for similar services. Said Schedule of Supplemental Charges may be revised without notice from time to time.

O. "House Call Area" means that geographical area surrounding each Hospital and Medical Office within which house calls are rendered under this Agreement. Such areas may be revised without notice from time to time. A current definition of each House Call Area may be obtained at the Hospital or Medical Office upon which such House Call Area is based.

P. "Benefit Schedule" means the Schedule referring to the Member's coverage.

Q. "Medicare" means Part I of the Federal Health Insurance for the Aged and Disabled Act as in effect on July 1, 1973.

R. "Spell of Illness" has the same meaning as in Medicare. A Spell of Illness begins when a person enters a hospital or skilled nursing facility, and ends when he has not been a patient in either a hospital or skilled nursing facility for 60 consecutive days.

S. "Skilled Nursing Facility" has the same meaning as in Medicare, but applies only to facilities approved in writing by Medical Group.

T. "Extended Care Services" has the same meaning as in Medicare, but applies only to services performed, prescribed or directed by a Physician.

U. "Part A Home Health Services" and "Part B Home Health Services" means "Post Hospital Home Health Services" and "Home Health Services", respectively, as those terms are defined in Medicare but they apply only to services prescribed or directed by a Physician.

2. ELIGIBILITY, ENROLLMENT AND COVERAGE

A. ELIGIBILITY OF INDIVIDUALS. Individuals will be accepted for enrollment hereunder only upon meeting all applicable requirements set forth below.

(1) **Subscribers.** To be eligible to enroll as a Subscriber, a person must be either a natural and bona fide member of a Group, or the owner of the first degree of kinship cannot or not otherwise established standard Group and/or bona fide and not by virtue of dependency status, to participate in medical and hospital care benefits offered by Group.

(2) **Family Dependents.** To be eligible to enroll as a Family Dependent a person must be either:

(a) the spouse of the Subscriber, or

(b) a dependent child of either the Subscriber or the spouse of the Subscriber and either:

(i) unmarried and under the age of 19, or

(ii) over the age of 19 and any, public or self-employed employment by reason of mental retardation or physical handicap incurred prior to age 19, and which depends upon the Subscriber or the spouse of the Subscriber for support and maintenance, proof of the above conditions must be furnished orally as required by Health Plan.

Foster children entirely supported by the Subscriber and the spouse of the Subscriber and which are dependent children, as well as minor children, are included if they meet the requirements of this section. Newborn children are treated as Family Dependents from birth if promptly enrolled by applicant.

(3) **Membership Previously Terminated.** No person is eligible to enroll hereunder who has had Health Plan Coverage terminated for cause under Section 8.B of this or any other Health Plan Medical and Hospital Service Agreement.

3. RELATIONS AMONG PARTIES AFFECTED BY AGREEMENT

The relationship between Health Plan and Medical Group and between Health Plan and Hospitals is an independent contractor relationship. Physicians and Hospitals are not agents or employees of Health Plan, nor is Health Plan, nor any employee of Health Plan, an employee or agent of Hospitals or Medical Group.

Physicians maintain the physician-patient relationship with Members and are solely responsible to Members for all Medical Services. Hospitals maintain the hospital-patient relationship with Members and are solely responsible to Members for all Hospital Services.

Information from medical records of Members and information received by Physicians or Hospitals in connection with the physician-patient or hospital-patient relationship is kept confidential, and, except for use incident to bona fide medical research and education or reasonably necessary in connection with the administration of this Agreement, is not disclosed without the consent of the Member.

4. PERIODIC PAYMENTS

Payment for Health Plan coverage is made as follows:

A. PERIODIC PAYMENT SCHEDULE. Group shall remit to Health Plan on behalf of each Subscriber and his Family Dependents the amounts specified in the Face Sheet for each month on or before the last day of the preceding month. These amounts are called the "Base Payment." If a state or any other taxing authority imposes upon Health Plan a tax or license fee which is levied upon or measured by the Base Payment or by Health Plan's gross receipts or any portion of either, then compliance upon the effective date of such tax or license fee. Group shall remit to Health Plan with the appropriate Base Payment an amount sufficient to cover all such taxes and license fees imposed to the nearest cent. Only Members for whom this stipulation is acknowledged by Health Plan are eligible for Health Services covered hereunder and then only for the period for which payment is received.

If any payment required above is not received by the time

(1) **Change of Group/Health Plan Rules.** The composition of Group and its terms, conditions, eligibility for membership, Group rules, the plan, payment schedule and the plan shall be subject to change. The Group must notify Health Plan of the change of its Agreement by Health Plan, during the term of this Agreement. If a Group is dissolved or ceases to exist, the Health Plan will be notified by the Group and an agreement will be made by the Health Plan to provide coverage to the Health Plan which is not affected by the change of the Group with Health Plan.

B. ENROLLMENT. When enrollment is open for Group Subscribers, Family Dependents who meet the requirements of Section 2.A. may enroll hereunder. Enrollment complete application forms provided by Health Plan.

C. COVERAGE. Coverage of Members enrolled hereunder is as set forth in the Face Sheet.

Special Provisions Relating to Members Enrolled in Any Medical Benefit. The benefits under this Agreement for Members enrolled in any Medical benefit are not subject to any benefit or coverage or are covered under Medical.

As a condition of the Health Plan of Members present to Medical, the following provisions apply to this Agreement are provided to Members by the Health Plan of the provider of services, and each Member enrolled in any Medical Service is required to accept and submit to Health Plan all documents and records required by Health Plan in order to obtain or continue such services. The monies amounts referred to in Sections 1.K. and 1.L. of the applicable Health Plan are available only to satisfy those costs not covered under Medical and not to duplicate any benefit to which a Member is entitled under Medical.

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Neither Group nor any Member is the agent or representative of Health Plan and neither is liable for any acts or omissions of Health Plan, its agents or employees, or of Medical Group, any Physician, or Hospital, or any other person or organization with which Health Plan has made or hereafter makes an agreement for the performance of services under this Agreement.

Certain Members may, for personal reasons, refuse to accept procedures or treatment recommended by Physicians. Physicians may, in such cases, refuse to accept their recommendations as a condition of the continuation of the physician-patient relationship. If a Member refuses to accept such a recommended treatment or procedure, the Member shall be responsible for the performance of the alternative costs, such Member shall be so advised. If the Member still refuses to accept the recommended treatment or procedure, then neither Physicians, Hospitals or Health Plan shall have any further responsibility to provide care for the condition under treatment.

specified above, all rights of such Members hereunder terminate and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

B. SUPPLEMENTAL CHARGES. In addition, Members shall pay or arrange for payment of applicable supplemental charges as provided in the applicable Benefit Schedules, and in case of failure to do so, the Members' rights may be terminated on fifteen (15) days' notice and may be reinstated only by renewed application and re-enrollment in accordance with all requirements of this Agreement.

C. ECONOMIC STABILIZATION RULES. No amount otherwise payable under this Agreement shall be payable to the extent that it is not possible to pay the value of the Economic Stabilization Act of 1971, or any other law or regulation, or any other law of similar or related purpose or import, or any rule regulating the payment of such amounts. Any such amount shall be paid to Health Plan and be retained or used for

5. SERVICES AND BENEFITS

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6. EXCLUSIONS AND LIMITATIONS

(4) Custodial, Domesticity, or Convalescent Care. Custodial care, domesticity care, or convalescent care for which, in the judgment of the Attending Physician, the facilities and services of an acute general hospital *are* for Members entitled to Exclusion are services under Section M of the applicable Benefit Schedule, of a Skilled Nursing Facility, are not medically required.

(G) Cosmetic Surgery and Dentistry. Conditions for which plastic surgery is indicated primarily for cosmetic purposes. Dental care and dental X-rays.

(b) **Certain Physical Examinations.** Physical examinations required for obtaining or continuing employment or governmental licensing.

(7) **Rental of Durable Equipment.** Durable medical equipment, including iron lungs, oxygen tents, hospital beds, and wheelchairs used in the Member's home (including an institution used as his home), except that Medicare Members have benefits set forth in Section 4-3 of the applicable Benefit Schedule.

7. CONVERSION AND TRANSFER

A. CONVERSION TO INDIVIDUAL ENROLLMENT

If any person who has been a bona fide Member under this Agreement for at least ninety (90) days ceases to be qualified to continue as a Member for any reason other than:

B. TRANSFER OF RESIDENCE. Members who transfer

10. TRANSFER OF RESIDENCE. Members who transfer their residence from the Northern California Region to any jurisdiction outside of the Health Plan may, at their option, continue their Health Plan coverage by paying applicable charges. However, the only benefits provided outside of Health Plan Region are those specified in Section I of the applicable Benefit Schedule. For service benefits under this Agreement the Member must return to the Service Area of its member Health Plan Region identified in Section I of the applicable Benefit Schedule.

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8. TERM AND TERMINATION

IS INDIVIDUAL TERMINATION FOR CAUSE. IS

C. TERMINATION BY HEALTH PLAN—HOSPITAL, AND OBSTETRICAL RESULTS. Of the 104 physicians

9. MISCELLANEOUS PROVISIONS

A. ACCEPTANCE OF AGREEMENT. Group may ac-

C. APPLICATIONS, STATEMENTS, ETC. Members of

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D. IDENTIFICATION CARDS. Cards issued by Health

I. ADMINISTRATION OF AGREEMENT. Health Plan

may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement.

5. SOLICITS. Any solicitation under this Agreement may be

U.S. NOTICES. Any notice under this Agreement may be given by United States Mail, postage prepaid, addressed as follows:

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Organization
Southern California Region

"S" COVERAGE

BENEFIT SCHEDULE

Subject to all terms, conditions and definitions in the foregoing Service Agreement, Members with "S" coverage are entitled to receive the Medical and Hospital Services and other benefits set forth in this Schedule, upon payment of specified supplemental charges. The monetary amounts and benefits are available only in the Northern California Service Area and only to and to the extent that they are provided, prescribed or directed by a Physician and except for house calls pursuant to Section C, and special benefits under Sections J, K, L, M and N received at a Hospital or Medical Office, all as defined in Section I of the Service Agreement.

The benefits under this Agreement for Member entitled to any Medicare benefits:

(a) do not duplicate any benefit to which they are entitled under Medicare; and

(b) except where otherwise specifically provided, are the same as the benefits for Subscribers and Family Dependents, respectively, who are not entitled to any Medicare benefits.

The monetary amounts referred to in Section J, K and L of this Benefit Schedule are available only to satisfy those costs not covered under Medicare and not to duplicate any benefit to which the Member is entitled under Medicare.

A. MEDICAL CARE IN HOSPITAL AND OFFICE

1. **CARE WHILE HOSPITALIZED.** All services of Physicians and paramedical personnel as requested or directed by the Attending Physician, including: operations, other surgical procedures, anesthesia and consultation with and treatment by specialists, laboratory and X-ray services as specified in Section D, and physical therapy as specified in Section F.1, are provided without charge while the Member is admitted to a Hospital as a registered bed patient.

2. CARE IN MEDICAL OFFICES OR EMERGENCY DEPARTMENTS

a. **Diagnosis and Treatment.** All services of Physicians and paramedical personnel as requested or directed by the Attending Physician, including: medical procedures, eye examinations for glasses, and consultation with and treatment by specialists, are provided at Medical Offices and Hospital emergency departments at no charge.

b. **Preventive Services.** In addition to diagnosis and treatment, Physicians' services for health maintenance, including physical check-ups and other preventive medical services, are provided at no charge. X-ray and laboratory examinations in connection with physical check-ups are provided pursuant to Section D.

3. **CARE IN SKILLED NURSING FACILITY.** All services of physicians, as prescribed or directed by the Attending Physician (to the extent practicable within the limitations of the equipment and staff of the Skilled Nursing Facility) are provided without charge while the Member is admitted to the Facility as a registered bed patient.

B. HOSPITAL CARE

During each calendar year, 365 days of prescribed hospital care are provided without charge. Hospital care includes room and board and general nursing care while the patient is admitted to the Hospital as a registered bed patient, and the following

additional facilities, services and supplies as prescribed: use of operating room, private room, intensive care room and related hospital services; special diet; special duty nursing; medications as specified in Section F, and supplies. Prescribed blood transfusions are provided without charge if blood is replaced at a blood bank designated by Medical Group. Prescribing Rates are charged if blood is not replaced. No charge is made for blood covered under Medicare. A blood transfusion program is available to Members who make periodic blood contributions.

C. HOUSE CALLS FOR EMERGENCIES OR ACUTE CONDITIONS

All necessary house calls for emergencies or acute conditions by Physicians and by visiting nurses when prescribed by a Physician are provided within House Call Areas. For Physicians' house calls, payment in accordance with the following schedule is required:

Calls requested or made between 9 a.m. and 5 p.m.	\$3.50 per call
Calls requested and made between 5 p.m. and 9 a.m.	\$5.00 per call

An additional charge of \$2.00 is made for each additional Member who requires attention at the same household.

No charge is made for prescribed calls by visiting nurses.

If, in the Physician's judgment, more than two house calls are required during a particular episode of treatment on account of an emergency or acute condition, no further payment for house calls is required after the second house call.

D. X-RAY AND LABORATORY

All prescribed X-ray and laboratory tests and services, including diagnostic X-rays, X-ray therapy, fluoroscopy, electrocardiograms, metabolism, blood and urine and other laboratory

tests, and diagnostic clinical isotope services, are provided without charge.

E. PHYSICAL THERAPY AND NEUROMUSCULAR REHABILITATION

1. **PHYSICAL THERAPY.** Prescribed physical therapy is provided at no charge. Physical therapy prescribed hereunder is limited to conditions which, in the judgment of the Attending Physician, are subject to significant improvement through relatively short-term therapy.

2. **NEUROMUSCULAR REHABILITATION.** More extensive specialized physical medicine and rehabilitation services, including physical therapy and post-polio rehabilitation, provided at the Kaiser Foundation Rehabilitation Center in Vallejo, are available to Members at Health Plan Rates (reduced by all amounts payable for the services under Medicare) if the Attending Physician and the Kaiser Foundation Rehabilitation Center medical staff, after consultation, are of the opinion that the Member is expected to derive substantial benefits from a course of treatment of limited duration at the Rehabilitation Center.

Institutional care at the Kaiser Foundation Rehabilitation Center primarily for purposes of neuromuscular rehabilitation is provided at Health Plan Rates. This care is provided without charge to Members entitled to benefits under Part A of Medicare during each day for which all or any portion of this care is paid for under Medicare.

3. **DURABLE EQUIPMENT FOR MEDICARE MEMBERS.** Durable medical equipment used in a patient's home (including an institution used as his home) paid for in whole or in part under Medicare is provided without charge to Medicare Members for the same period that partial or full reimbursement therefor is available under Medicare.

F. PRESCRIBED MEDICATIONS

1. ADMINISTERED TO MEMBERS

a. **While Hospitalized.** All prescribed medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials, allergy treatment materials, dressings and casts are provided without charge.

b. **In Medical Offices, Emergency Departments, and on House Calls.**

(i) **Members Who Are Not Medicare Members.** A reasonable charge is made for medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials and allergy treatment materials administered to Members who are not Medicare Members at Medical Offices, at Hospital emergency departments, or on house calls. Prescribed dressings and casts are provided without charge. The items which will be furnished on house calls are those normally carried by house call Physicians. A moderate charge may be made for administration of medications supplied by the patient.

(ii) **Medicare Members.** Non-self-administered medications, injectables, radioactive materials used for therapeutic purposes, allergy test materials, allergy treatment materials, dressings and casts furnished at Medical Offices, at Hospital emergency departments, or on house calls are provided without charge to Medicare Members. The items which will be furnished on house calls are limited to those normally carried by house call Physicians. Immunizations for all diseases for which immunizations were generally available in the Service Area on January 1, 1973 are provided without charge. A list of diseases for which immunizations are covered is available at any Health Plan office.

2. PURCHASED BY MEMBERS

a. **Members Who Are Not Medicare Members.** Members who are not Medicare Members may purchase drugs and medications at reasonable rates from pharmacies in the Service Area that are operated by Kaiser Foundation Hospitals or by Permanente Services, Inc.

b. **Medicare Members.** Medicare Members may purchase covered medications and accessories at the Blue Book or Red Book unit price determined from the smallest standard size package listed, or for \$1.00 whichever is greater, except that if the unit price is less than \$1.00, Members pay the smaller charge. The Blue Book is used when it is more current and the Red Book is used when it is most current. Each refill of a prescription is subject to the same conditions and charges as the original prescription.

The following medications and accessories are covered only when prescribed by physicians or dentists and obtained at pharmacies in the Service Area that are operated by Kaiser Foundation Hospitals or by Permanente Services, Inc. The scheduled hours of operation of such pharmacies will be provided to Group on request.

(i) Drugs for which a prescription is required by law.

(ii) Additional drugs and accessories:

(1) Diabetic supplies:

(a) insulin;

(b) sugar test tablets, sugar test tape, acetone test tablets and Benedict's solution or equivalent;

(c) disposable needles and syringes in quantities needed for injecting prescribed insulin are provided without charge.

(2) Compounded dermatological preparations (ointments and lotions which must be prepared by a pharmacist in accordance with a physician's prescription).

(3) Elvir Terpin Hydrate, N.F.

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(4) The following anti-acids:

(a) aluminum hydroxide;

(b) aluminum hydroxide with magnesium trisilicate;

(c) aluminum and magnesium hydroxide gel;

(d) calcium carbonate, magnesium carbonate suspension;

(e) dihydroxyaluminum aminoacetate.

G. EMERGENCY AMBULANCE SERVICE

Necessary ambulance service is provided without charge within the Service Area if such service is ordered or approved by a Physician.

H. OBSTETRICAL CARE

Full obstetrical care, after pregnancy is confirmed, including all applicable benefits set forth above, is provided upon payment of \$50.00 if confinement is due after ten months' continuous membership, or upon payment of \$140.00 if confinement is due before ten months' continuous membership. For Medicare Members, full obstetrical care, after pregnancy is confirmed, is provided without charge.

Obstetrical care includes the following services for the mother before and during confinement and during the postpartum period: Hospital care, including use of delivery room; all services of Physicians including operations and special procedures such as Caesarean sections if necessary; anesthesia; X-ray and laboratory services as required for conditions relating to pregnancy; Medications, including injectables, are provided as specified in Section F.

Care for the newborn child is provided during the mother's confinement.

Interrupted Pregnancy. If care is required for interrupted pregnancy, Prevailing Rates are charged for all services rendered, but payment required hereunder shall not exceed two-thirds of the payment above specified for full obstetrical care.

J. CHRONIC HEMODIALYSIS AND KIDNEY TRANSPLANTS

Subject to the limitations set forth in this Section, Health Plan will pay for hemodialysis for chronic conditions and for kidney transplants up to \$1000 each calendar year per Member for the cost of these services, reduced by payments to the Member for out-of-pocket under corresponding provisions of other Health Plan Service Agreements. Covered services include transport of Member, and medical supplies required for home dialysis, and a kidney donor's reasonable expenses directly related to a kidney donation to a Member. Unless the recipient desires otherwise in writing, his expenses will be paid before any of the donor's expenses are paid.

For Medicare Members such services, paid for in whole or in part under Medicare, are provided without charge.

Covered services are provided only upon referral by Medical Group or from facilities, or at community transplant facilities within the Service Area that are approved by Medical Group. Benefits are subject to all provisions of Section K of the Benefit Schedule and only if Medical Group determines that a Member referred to in this Section represents the preferred mode of treatment. If after referral to Medical Group or the referral facility determines that the Member does not satisfy the criteria for the service involved, Health Plan's obligation is limited to payment for covered services provided prior to such determination. Plus covered services subsequently provided to Medicare Members paid for in whole or in part under Medicare. Neither Health Plan, Medical Group nor Physicians undertake to furnish a kidney donor nor to assure the availability or capacity of referral facilities approved by Medical Group.

Hemodialysis for acute conditions is provided subject to the provisions of this Benefit Schedule, excluding this Section J. Whether a Member is suffering from an acute or chronic condition will be determined by Medical Group.

K. PAYMENT IN LIEU OF SERVICE BENEFITS

If, in the professional judgment of Medical Group, a Member requires Medical or Hospital Services included in the coverage of this Service Agreement which require skills not available within Medical Group or facilities not available in Hospitals and Medical Offices, and Medical Group determines that it would be in the best interests of the Member to obtain care from another source in the community, then, upon written referral by Medical Group, payment in lieu of service benefits hereunder, will be made for prescribed services within the coverage of this Agreement. Charges for Hospital Services will be reimbursed in accordance with the benefits to which the Member would be entitled at a contracting Hospital.

L. BENEFITS FOR SUBSCRIBERS AND FAMILY DEPENDENTS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA

These benefits are added to assist a Member who sustains accidental injury or becomes ill while temporarily away from his regular residence and from the Health Plan Service area in Northern California. Accordingly, such benefits are limited to emergencies or other circumstances in which care is required immediately and unexpectedly, elective care or care required as a result of circumstances which could reasonably have been foreseen prior to departure from the Northern California Region is not covered.

1. SERVICE BENEFITS IN OTHER HEALTH PLAN REGIONS. Health Plan, either directly or through an affiliated corporation, conducts direct-service hospital and medical care programs in the Greater Los Angeles and San Diego areas in California, in the Cleveland area in Ohio, in the Denver area in Colorado, on the Islands of Oahu and Maui, Hawaii, and in Portland, Oregon and vicinity. Members regularly residing in the Northern California Region, while temporarily in another

Health Plan Region, may receive hospital and medical services for emergencies or other non-elective medical care requirements. To obtain such services, Members must apply to a hospital or medical office within such Region which is covered by a contracting arrangement maintained by Health Plan for hospital or medical services and must pay applicable supplemental charges. A list of contracting hospital and medical office facilities in such Regions that be obtained at any Health Plan office in the Northern California Region.

Services and supplemental charges are those prevailing in such Region for the Health Plan coverage generally provided within the Region which is most geographically comparable to the Member's coverage in the Northern California Region.

2. ACCIDENTAL INJURY OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. If a Member, while outside the Northern California Service Area, is accidentally injured and receives emergency medical, hospital or ambulance services, Health Plan shall pay up to \$3,000.00 for all customary and reasonable charges actually incurred for such services, plus 80% of such charges between \$3,000.00 and \$50,000.00.

3. EMERGENCY ILLNESS OUTSIDE THE NORTHERN CALIFORNIA SERVICE AREA. If a Member becomes ill and receives emergency medical, hospital or ambulance services while temporarily more than thirty (30) miles from his regular place of residence and outside the Northern California Service Area, Health Plan shall pay up to \$3,000.00 for all customary and reasonable charges actually incurred for such services, plus 80% of such charges between \$3,000.00 and \$50,000.00.

Obstetrical Cases. Payment as outlined above is made on account of emergency medical, hospital or ambulance services required as a result of complications of pregnancy but not for normal delivery. Any unpaid portion of the supplemental charge specified in Section H is offset against amounts otherwise payable hereunder.

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1. CONTINUING OR FOLLOW-UP TREATMENT.

Monetary payment on account of accidental injury or emergency illness is limited to emergency care required before the Member can, without medically harmful or moribund consequences, return to the Northern California Service Area or to a contracting hospital or medical office in the nearest other Health Plan Region. Benefits for continuing or follow-up treatment are provided only at a contracting hospital or medical office in the nearest Health Plan Region. If the Member obtains prior approval from Health Plan or a Physician in the Northern California Service Area or the nearest other Health Plan Region, a portion of the allowance described in Sections L-2 and L-3 may be applied toward the cost of necessary ambulance service or other special transportation arrangements medically required to transport the Member to the Service Area or the Health Plan Region for continuing or follow-up treatment.

5. NOTIFICATION, CLAIMS AND PAYMENT. Any Member receiving hospital care within the scope of Sections L-2 or L-3 shall notify a Northern California Health Plan office within forty-eight (48) hours after hospital admission.

No claim pursuant to this Section L shall be allowed unless a complete application for payment, on forms to be provided by Health Plan, is filed with a Health Plan office in the Northern California Region within sixty (60) days after the date of the first service for which payment is requested.

M. EXTENDED CARE SERVICES

Subject to the limitations set forth in this Section, during each Spell of Illness 100 days of prescribed Extended Care Services are provided or arranged without charge at approved Skilled Nursing Facilities, except that the number of days of care for Medicare Members is reduced and offset by all days of Extended Care Services covered in whole or in part by Medicare that the Member receives during the Spell of Illness from facilities which have not been approved in writing by Medical Group. Extended Care Services include all drugs, biologics, supplies, appliances

and equipment provided, furnished or arranged by the Skilled Nursing Facility.

The terms "Skilled Nursing Facility" and "Extended Care Services" are interpreted as if all Members covered under this Benefit Schedule were Medicare Members, except that Medicare's requirement of prior hospitalization does not apply.

N. PART A HOME HEALTH SERVICES AND PART B HOME HEALTH SERVICES FOR MEDICARE MEMBERS

Subject to the limitation set forth in this Section, Part A Home Health Services are provided without charge for Medicare Members for up to 100 visits (during the applicable one-year period) after the beginning of one Spell of Illness and before the beginning of the next, and Part B Home Health Services are pro-

vided without charge for Medicare Members for up to 100 visits during a calendar year, provided that the number of Part A Home Health Services visits and the number of Part B Home Health Services visits available to the Member under this Section each shall be reduced and offset by all such visits covered in whole or in part by Medicare that the Member receives during the applicable yearly period which are not prescribed or directed by a Physician.

Health Plan shall make a reasonable effort to provide or arrange the Part A Home Health Services and Part B Home Health Services referred to in this Section, and Physicians shall help arrange these services in appropriate cases, but neither Health Plan nor Physicians undertake to assure their availability.

The benefits referred to in this Section are available to Members living outside the House Call Area only when the Physician determines that he can feasibly maintain effective supervision and control of the Member's care.

Micro Fiched

MAY 2 8 27 AM '74



SUMMARY OF CHANGES TO THE SERVICE AGREEMENT

"S" COVERAGE

1. The out-of-area coverage for emergency medical care is increased from \$3,000 to \$50,000 for each accident or illness. Full payment will be provided for the first \$3,000 of covered customary and reasonable charges. In addition, there will be payment of 80% of all such covered charges between \$3,000 and \$50,000.
2. Out-of-area emergency illness coverage includes emergency outpatient care. In the past, there was coverage for emergency illness only when hospitalized. The requirement that emergency illness must occur more than 30 miles from home and outside of our Service Area continues.
3. The exclusion of coverage for intentionally self-inflicted injuries is removed.
4. The exclusion of hospital coverage for pulmonary tuberculosis is removed.

Micro Filled

FOR GROUP WITH A PRESCRIPTION DRUG PLAN

1. Prepaid immunization coverage is expanded from a nine-immunization benefit to one which covers all diseases for which an immunization capability existed on January 1, 1973.
2. Disposable needles and syringes in quantities needed for injections, prescribed insulin are provided without charge.

FILED
RECEIVED
LAW OFFICE OF
D. R. Rasmussen, Red Bluff

1 Agreement No. 74-31
2 Woodland, California
3 May 20, 1974
4 Kenneth W. Rudolph & Margaret L. Rudolph, his wife, as Joint
5 Tenants
6 (Grantor)

7 RIGHT OF WAY CONTRACT
8 COUNTY HIGHWAY

8 Document No. 74-6 in the form of a Grant Deed, covering the
9 following described property:

10 A parcel of land situate in Reclamation District Micro Fiched
11 No. 900 Yolo County California, said parcel being
more particularly described as follows:

12 COMMENCING at the intersection of the centerlines
13 of Antioch Avenue and Davis Road as said intersection
14 appears of record on the Map filed in Book 5 of Maps
and Surveys at Page 38, Yolo County Records; thence
15 along the centerline of Davis Road the following two
courses: (1) East 15.63 feet, (2) South 66°55'20"
East 185.62 feet to the Easterly line of the Sacra-
mento Northern Railway Corp right of way; thence
16 South 23°04'40" West 25.00 feet along said Easterly
right of way line of the Sacramento Northern Railway
17 Corporation to the Southerly right of way line of
Davis Road, THE TRUE POINT OF BEGINNING; THENCE
18 South 66°55'20" East 222.80 feet along said Southerly
right of way line of Davis Road; thence North 72°03'06"
19 West 223.70 feet to said Easterly right of way line
of the Sacramento Northern Railway Corp; thence
20 North 23°04'40" East 20.00 feet along said Easterly
right of way line to the true point of beginning.

21
22 Containing 0.051 acres.

23 has been executed and delivered to Lloyd H. Roberts, Director
24 of Public Works of the County of Yolo.

25 In consideration of which, and the other considerations herein-
26 after set forth, it is mutually agreed as follows:

27 I. The parties have herein set forth the whole of their agree-
28 ment. The performance of this agreement constitutes the entire
29 consideration for said document and shall relieve the County
30 of all further obligations or claims on this account, or on
31 account of the location, grade and construction of the proposed
32 public improvement.

1 II. The County shall:

2 A. Pay the undersigned grantor the sum of \$657.00 for the
3 property as conveyed by Grant Deed No. 74-5 (herein described)
4 within sixty (60) days after date title to said property vests
5 in, or is in escrow for the County of Yolo, free and clear of
6 all liens, encumbrances, assessments, easements, and leases
7 recorded and/or unrecorded.

Micro Fiched

8 This transaction will be handled through an escrow number 68257
9 with Western Title Guaranty Company of Woodland.

10 B. Pay all escrow and recording fees incurred in this transac-
11 tion including documentary tax stamps, if required, and if title
12 insurance is desired by the County, the premium charged there-
13 fore.

14 IN WITNESS WHEREOF, the parties have executed this agreement
15 the day and year first above written.

16 Dated: May 20, 1974

Arthur R. Rank
(Grantor)

17
18 Recommended for Approval

19 By Legal H. Roberts

Robert L. Radolski
COUNTY OF YOLO

W. E. Thorman
CHAIRMAN OF THE BOARD OF SUPER-
VISORS
COUNTY OF YOLO, STATE OF CALIF-
ORNIA

20
21
22 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

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5-28-74

AGREEMENT NO. 74-82

DOCUMENT NO. _____

CONSENT TO RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into this 20th day of May, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as the "First Party", and Clarence Danielson, hereinafter referred to as "Second Party".

Micro Fiched

WITNESSETH:

The Second Party hereby consents to the grant deed by the owner of record of the real property hereinafter described to the First Party for construction of a County Road, over, under and across that certain real property in the County of Yolo, State of California, described as follows:

A parcel of land being a portion of the Southwest quarter of the Southwest quarter of Section 31, Township 10 North, Range 2 East, M.D.B. & M., Yolo County, California, said parcel being more fully described as follows:

COMMENCING at the Southwest corner of Section 31; thence South $89^{\circ}24'53''$ East 30.00 feet along the South line of Section 31; thence North $00^{\circ}19'22''$ East 25.00 feet to the intersection of the Northerly right of way line of County Road number 24 with the Easterly right of way line of County Road Number 98, THE TRUE POINT OF BEGINNING; THENCE continuing North $00^{\circ}19'22''$ East 725.00 feet along said Easterly right of way line of County Road Number 98; thence South $89^{\circ}24'53''$ East 10.00 feet; thence South $00^{\circ}19'22''$ West 675.23 feet along a line parallel with and 10.00 feet Easterly of said Easterly right of way line of County Road number 98 to a tangent curve; thence along said curve, concave to the Northeast, with a radius of 50.00 feet, through a central angle of $89^{\circ}44'15''$, with a chord that bears South $44^{\circ}32'45''$ East 70.55 feet, an arc length of 78.31 feet, to the Northerly right of way line of County Road number 24; thence North $89^{\circ}24'53''$ West 59.77 feet along said Northerly right of way line of County Road number 24 to the true point of beginning

Containing 0.179 acres.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1 1. The parties have herein set forth the whole of their
2 agreement. The performance of this agreement constitutes the
3 entire consideration for said document and shall relieve the
4 County of all further obligation of claims on this account, or
5 on account of the location, grade or construction of the pro-
6 posed public improvement.

7 2. The County shall:

8 Compensate "Second Party" for crop loss the total
9 sum of \$100.00 & 200.00 *L.P.* Micro Fiches

10 3. The County's Contractor shall be solely responsible
11 for and damage occurring to crops on lands adjacent to the
12 hereinabove described easement.

13 IN WITNESS WHEREOF, the parties have executed this agree-
14 ment the day and year first above written.

15 "SECOND PARTY"

16 CLARENCE DANIELSON

17
18 By *Clarence Danielson*

19 RECOMMENDED FOR APPROVAL,

20 COUNTY OF YOLO

21 By *Lloyd H. Roberts*

22 *Wm E. Hancock*
23 CHAIRMAN OF THE BOARD OF SUPERVISORS
24 COUNTY OF YOLO, STATE OF CALIFORNIA

25 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.
26
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Attested in my office
[Signature]
County Clerk of Yolo County
S-28-74

FILED

MAY 2 8 1974

AGREEMENT NO. 74-83

LAURENCE R. HENIGAN, Clerk

COUNTY OF YOLO, CALIFORNIA

By *Calvin A. Polger*
Deputy

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day
of May, 1974, by and between
Hazlip Construction, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

Micro Fiched

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Overlay, Reconstruct and Widen County Road 102 from 1.1 Mile
South of County Road 27 to 0.6 Mile North of County Road 27 .

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Construction Plans, County Road 102 from 1.1 Mile South
of County Road 27 to 0.6 Mile North of County Road 27

(Plan Index No. 102.176) (W.O. # 4221)

Approved April 4, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and specifi-
cations, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within Sixty (60) working days next after the
the date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

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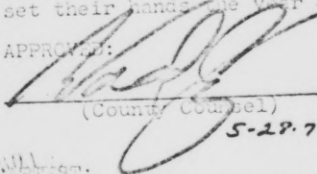
ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

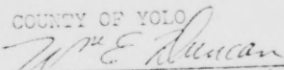
APPROVED:


(County Counsel)

5-28-74

COUNTY OF YOLO

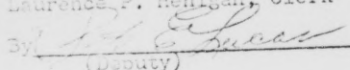
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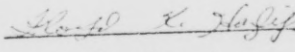

Chairman of the Board of Supervisors

WITNESSES:

Laurence P. Henigan, Clerk

By:


(Deputy)


President
(Contractor)

FILED

AGREEMENT NO. 74-84

MAY 26 1974

LAURENCE P. HENIGAN, Clerk
by *Barbara Rodgers*
County

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 20th day
of May, 1974, by and between

Maple Construction, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

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W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

County Road 31 from County Road 934 to 1.1 Mile East,

Work Order 4212.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

"Construction Plans, County Road 31, County of Yolo, State
of California"

(Plan Index No.) (W.O. #4212)

Approved April 5, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

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ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and specifi-
cations, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within Seventy (70) working days next after the
date of this Contract: and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

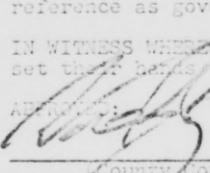
ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands and seals the year and date first above written.

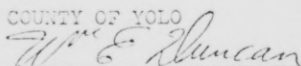
AGREED:



(County Counsel)
5-28-74

COUNTY OF YOLO

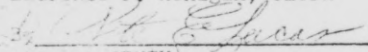
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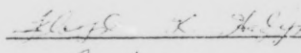
Chairman of the Board of Supervisors

ATTEST:

Maureen P. Henigan, Clerk



(Deputy)



President
(Contractor)

RECEIVED
MAY 30 1974
LAURENCE E. HUNGAN, Clerk

By..... Deputy

AGREEMENT NO. 74- 85

(Agreement Extending Term of Receiving
Home Agreement)

THIS AGREEMENT by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter
called COUNTY, and JAMES GRIFFIS and JOANNE GRIFFIS, hereinafter
called CONTRACTOR,

W I T N E S S E T H:

Micro Fished

RECITALS:

1. COUNTY and CONTRACTOR entered into an agreement for receiving
home for dependent and neglected children dated December 8th,
1969, Yolo County Agreement No. 69-229, whereby CONTRACTOR
agreed to provide receiving home services for COUNTY for a
period terminating on June 30th, 1970.
2. By Yolo County Agreement No. 70-315, the term of Agreement
No. 69-229 was extended to June 30, 1971.
3. By Yolo County Agreement No. 71-413, the term of Agreement
No. 69-229 was extended to June 30, 1972.
4. By Yolo County Agreement No. 72-186, the term of Agreement
No. 69-229 was extended to June 30, 1973.
5. By Yolo County Agreement No. 73-93, the term of Agreement
No. 69-229 was extended to June 30, 1974.
6. COUNTY and CONTRACTOR desire to further extend the term of
said Agreement No. 69-229.

AGREEMENTS:

1. The term of said Agreement No. 69-229 is extended to and
shall terminate on June 30th, 1975..
2. In consideration of the performance of the terms and condi-
tions of said Agreement No. 69-229, COUNTY shall pay to CON-
TRACTOR the sum of TWO THOUSAND (\$2,000) DOLLARS per month in
two equal installments upon presentation of a claim for each

1 half month's service.
2 3. In all other respects, the terms and conditions of said Agree-
3 ment No. 69-229 are hereby ratified and confirmed.

4 IN WITNESS WHEREOF, the parties hereto have executed this
5 agreement this 20th day of May, 1974.

6 COUNTY OF YOLO, a political subdivi-
7 sion of the State of California

8 BY W. E. Hucan
9 CHAIRMAN OF THE BOARD OF SUPERVISORS

10 ATTEST:

11 LAURENCE P. HENIGAN, CLERK

Micro Fiche

12 BY Barbara Rodriguez
13 DEPUTY

14 (SEAL)

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James Griffis
JAMES GRIFFIS

Joanne Griffis
JOANNE GRIFFIS

FILED
JUN - 5 1974
LAURENCE P. HENICAN, CLERK
Balsam & Rodgers

Agreement No. 74-88

Cakland, California
May. 8, 1974
JOHN L. KERGEL and KATHERINE FITZ
Grantors

RIGHT OF WAY CONTRACT
COUNTY HIGHWAY

Document No. 74-9 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of the Southwest quarter of the Southwest quarter of Section 31, Township 10 North, Range 2 East, M.D.B.&M., Yolo County, California, said parcel being more fully described as follows: Micro Fiched

COMMENCING at the Southwest corner of Section 31; thence South 89°24'53" East 30.00 feet along the South line of Section 31; thence North 00°19'22" East 25.00 feet to the intersection of the Northerly right of way line of County Road number 24 with the Easterly right of way line of County Road number 98, THE TRUE POINT OF BEGINNING; THENCE continuing North 00°19'22" East 725.00 feet along said Easterly right of way line of County Road Number 98; thence South 89°24'53" East 10.00 feet; thence South 00°19'22" West 675.23 feet along a line parallel with and 10.00 feet Easterly of said Easterly right of way line of County Road number 98 to a tangent curve; thence along said curve, concave to the Northeast, with a radius of 50.00 feet, through a central angle of 89°44'15", with a chord that bears South 44°32'45" East 70.55 feet, an arc length of 78.31 feet, to the Northerly right of way line of County Road number 24; thence North 89°54'53" West 59.77 feet along said Northerly right of way line of County Road number 24 to the true point of beginning.

XEROX
COPY

Containing 0.179 acres.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said

1 document and shall relieve the County of all Further obligations or claims
2 on this account, or on account of the location, grade and construction of the
3 proposed public improvement.

4 (a) Enter into an agreement with Grantors
5 II. The County shall: Lessee, Mr. C. Danielson, if County requires
possession of property before Nov. 1974.

6 A. Pay the undersigned grantor the sum of \$975.00 for the property as
7 conveyed by Grant Deed No. 74-9 (herein described) within sixty (60)
8 days after date title to said property vests in, or is in escrow for the
9 County of Yolo, free and clear of all liens, encumbrances, assessments,
easements, and leases recorded and/or unrecorded. **Micro Fiched**

10 This transaction will be handled through an escrow number 68262 with
11 Western Title Guaranty Company of Woodland.

12 B. Pay all escrow and recording fees incurred in this transaction
13 including documentary tax stamps, if required, and if title insurance is
14 desired by the County, the premium charged therefore.

15 IN WITNESS WHEREOF, the parties have executed this agreement the
16 day and year first above written.

17 Dated: May 28, 1974

John L. Kengel
Walter H. Fitz
Grantors

21 Recommended for Approval

COUNTY OF YOLO

22 By Legend H. Roberts

W. E. H. H. H. H. H.
CHAIRMAN OF THE BOARD OF SUPERVISORS

24 COUNTY OF YOLO, STATE OF CALIFORNIA

25 NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE
26 RECOGNIZED.

27 Approved on 10 form
28
29
30
31
32
County Clerk of Yolo County

10
FILED

JUN - 5 1974

LAURENCE P. HENIGAN, Clerk

By... Baldemar Rodriguez
Deputy

AGREEMENT NO. 74-87

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 28th day
of May, 19 74, by and between

Holverstott Electric

Micro Fiched

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Installation of new electrical service and computer
facilities at the Yolo County Courthouse

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

XEROX
COPY

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Yolo County Courthouse New Electrical Service and New

Computer facilities

(Plan Index No. CMA - 956)

(WO # 0502)

Approved April 22, 1974 (date), by the Director of Public Works,
which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

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ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days next after the date of this Contract and for its completion to be within thirty (30) working days next after the new switchboard has been delivered to the Yolo County Courthouse, or after the Contract Date, whichever occurs the later; and further promises and agrees with the Said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

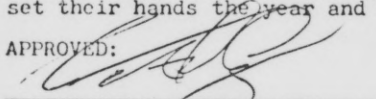
ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party no any subcontractor

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

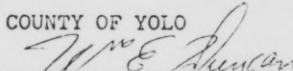
IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:


(County Counsel)
6-5-74

COUNTY OF YOLO

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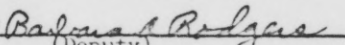

Chairman of the Board of Supervisors

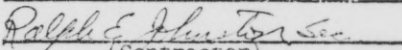
ATTEST:

Laurence P. Henigan, Clerk

J. H. Deal Pres

By


(Deputy)


(Contractor)

FILED

NOV 19 1974

LAURENCE P. HENIGAN, Clerk

By WILLIAM LUCAS
Deputy

AGREEMENT NO. 74-88

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THIS AGREEMENT made and entered into this 1st day of August, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LESSOR, and ALBERT BLANCHARD, WILLIAM BIASI, JOE L. BORBA, ROBERT L. BUTTON, VERNON E. ERICKSEN, PETER FORTIS, JR., SHIRLEY G. HILDEBRAND, FRANKLIN WILLIAM HILDEBRAND, MIKE HAWKINS, JACK W. KLEIN, DENNIS J. MARIANI, HENRY P. OCHOA, EDWARD OCHOA, VOYDELL PINKSTON, AL M. SOGA, DR. CORBIN A. YOUNG, and WILLIAM P. DOUGHERTY, hereinafter collectively referred to as LESSEE,

W I T N E S S E T H:

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IT IS AGREED between the parties hereto as follows:

1. LESSEE. Said named LESSEES hereinabove intend to form a California corporation, and upon the formation of said corporation, they shall be substituted as lessees by said corporation.

2. DESCRIPTION OF PREMISES. LESSOR hereby leases to LESSEE and LESSEE hires from LESSOR, on the terms and conditions hereinafter set forth, those certain premises with the appurtenances, situated in Yolo County, California, on the County of Yolo Airport, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

3. TERM. The term of this lease shall be for twenty (20) years, commencing on the date hereof, and subject to the options to renew contained herein.

1 rental rates and terms based upon these factors. It is, there-
2 fore, understood by the parties that the rental terms and condi-
3 tions for either party may not be, over the long term of this
4 lease, economically feasible, fair and equitable. In view of
5 these uncertainties and the long term of this lease, the parties
6 agree that the terms and conditions of this lease as to the *Micro Fiches*
7 amount of rent may be changed as a result of re-negotiation, after
8 the first 20-year term of this lease. Either party hereto may
9 seek such a change in terms by such re-negotiation, and if the
10 parties hereto cannot agree upon the amount of rent after such
11 negotiation, the matter may, at the option of either party, be
12 referred to the American Arbitration Association for resolution
13 and decision to determine and set, in futuro, the fair rent of
14 the premises, subject to the limitations contained in Paragraph
15 3 herein. Upon arbitration, the arbitrator shall decide and
16 determine the fair rent and rental terms of the demised premises,
17 upon consideration of all relevant factors, and in order to assure
18 a fair and equitable profit to the LESSEE, comparable to similar
19 businesses, if any, and a fair and equitable rate of return upon
20 the demised premises to the LESSOR, comparable to similar demised
21 premises, if any.

22 IT IS UNDERSTOOD AND AGREED by these parties that
23 nothing in the foregoing paragraph shall be construed to confer
24 upon either party a cause of action at law or in equity for the
25 revision of any term of this lease. It is understood by these
26 parties that the sole remedy in the event of such disagreement
27 to a party aggrieved is a demand for such arbitration and the
28 decision of the arbitrator in this matter shall be final and

1 conclusive.

2 6. RENT. As rent for said premises and privileges,
3 LESSEE agrees to pay LESSOR rent to be calculated as follows:

4 A. As used in all terms and provisions herein, the
5 expression "gross receipts" means the actual amount of all moneys
6 received from all customers of LESSEE after deducting therefrom
7 State sales taxes, all tiedown fees, and the gasoline payments
8 to be made to LESSOR referred to herein. where picked

9 B. As and for rent for all of the premises described
10 herein, LESSEE shall pay to LESSOR the sum of TWO THOUSAND FOUR
11 HUNDRED (\$2,400) DOLLARS per annum in equal monthly installments
12 commencing on the day of 1974, and continuing until
13 the day of 1977.

14 C. Thereafter and subject only to the arbitration
15 provisions of this lease, LESSEE shall pay as a minimum rent for
16 said premises an amount calculated as follows:

17 1. No less than TWO THOUSAND FOUR HUNDRED (\$2,400)
18 DOLLARS per annum, in equal monthly installments;

19 2. Commencing August 1, 1977, and every third
20 August 1st thereafter, the amount of said minimum rent shall be
21 increased or decreased in accordance with rates of inflation as
22 measured by the annual cost of living index issued by the Depart-
23 ment of Labor pertaining to its "All City Average", or any other
24 index or schedule of inflation or deflation which might replace
25 same, but in no event shall the minimum rent be less than TWO
26 THOUSAND FOUR HUNDRED (\$2,400) DOLLARS per annum. The base for
27 calculation of said inflationary increase or inflationary decrease
28 shall remain TWO THOUSAND FOUR HUNDRED (\$2,400) DOLLARS per annum.

1 Such an increase in minimum rent shall be effective
2 following notice of same given to LESSEE by LESSOR and shall
3 continue in effect thereafter until the next cost of living index
4 is issued.

5 D. If greater than the above set forth minimum rent,
6 LESSEE shall pay rent calculated as follows: Micro Fiched

7 1. One and one-half (\$0.015) cent per gallon of
8 fuel dispensed and sold upon the leased facility;

9 2. One-half of One Percent (1/2 of 1%) of all
10 gross receipts derived from sales of aircraft;

11 3. One-half of One Percent (1/2 of 1%) of all
12 sales of new engines, i.e. unused, and new radios;

13 4. Two percent (2%) of all gross receipts derived
14 or received by LESSEE from all other business activities conducted
15 on or in connection with the business conducted on the leased
16 premises.

17 5. Rent calculated upon the above formula shall
18 be paid quarterly, and shall be due no later than 45 days after
19 the close of each calendar quarter.

20 7. COVENANTS OF LESSEE PERTAINING TO RENT. The above
21 referred to fueling facilities shall consist of the following:

22 A. LESSEE shall keep full, complete and proper books
23 and records and accounts of all of its sales, both for cash and
24 on credit, as may be required in the determination of rentals
25 due. Said books, records and accounts, including any tax reports
26 of other reports that LESSEE may be required to furnish to any
27 government or governmental agency shall at all reasonable times,
28 be open to the inspector of LESSOR, LESSOR's auditor, or other

1 authorized representative or agent.

2 On or before the dates hereinabove provided for
3 payment of rentals, LESSEE shall furnish LESSOR with statements
4 to be certified as correct by LESSEE, or the employees of LESSEE
5 authorized so to certify, which shall set forth the sales informa-
6 tion necessary for the determination of the particular rental
7 payment then due, and the authorized deductions, if any, there-
8 from, and with each statement, LESSEE shall pay to LESSOR the
9 amount of said rentals then becoming due. LESSOR may, once in
10 any calendar year, cause an audit of the business of LESSEE to be
11 made by a public accountant of LESSOR's own selection, and if the
12 statements of sales previously made by LESSEE to LESSOR shall be
13 found to be less than the amount of LESSEE's sales as shown by
14 such audit and such error shall be in an amount equal to Five
15 Percent (5%) or more of LESSEE's gross sales, LESSEE shall im-
16 mediately pay the cost of such audit as well as the additional
17 rental therein shown to be payable by LESSEE to LESSOR; otherwise,
18 the cost of such audit shall be paid by LESSOR. Micro Fiched

19 B. Parties may in the future change rent to a flat
20 rent basis. This figure shall be negotiated as regards term and
21 amount subject to both LESSOR and LESSEE's acceptance.

22 C. LESSEE shall construct as soon as economically
23 practicable fueling facilities, repair, maintenance and modifica-
24 tion facilities, and aircraft hangars.

25 8. USE. In addition to having the exclusive right to
26 the use and occupation of the premises and improvements described
27 on Exhibit "A" attached hereto, LESSEE shall enjoy with others,
28 the general use of all "public airport facilities" and improvements

1 of a public nature which are now or may hereafter be connected
2 with or appurtenant to the YOLO COUNTY AIRPORT. For the purpose
3 of this lease, public airport facilities shall include all neces-
4 sary landing area, appurtenances, including, but not limited to,
5 approach areas, runways, taxiways, aprons, aircraft and automobile
6 parking areas, roadways, sidewalks, navigational and aviational
7 aids, lighting facilities, and other common use facilities sup-
8 plied by LESSOR for the convenience of the public, and for con-
9 venience and accommodation in operation, landing and takeoff of
10 aircraft. It is agreed that the right of LESSEE to use said
11 "public airport facilities" in common with others authorized so
12 to do shall be exercised only subject to and in accordance with
13 the laws of the United States of America and the State of Cali-
14 fornia, and the rules and regulations promulgated by their autho-
15 rity with reference to aviation and air navigation, and applicable
16 rules, regulations, and ordinance of the State of California, or
17 the County of Yolo now in force or hereafter promulgated.

18 In addition to the general privileges, uses, rights, Micro Fiched
19 and interests described but not limited to above, which LESSEE
20 has in common with others, LESSEE shall be entitled to other
21 particular privileges and rights reasonably necessary to its use-
22 ful enjoyment of the leased premises, including the following:

23 A. The loading and unloading of aircraft in any law-
24 ful aviation activities.

25 B. To conduct charter flights.

26 C. The maintenance, storing, and servicing of air-
27 craft which shall include overhauling, building and rebuilding,
28 repairing, inspection and licensing of same and the purchase and

1 sale of parts, equipment, and accessories therefor, but not the
2 outside storage of wrecked aircraft.

3 D. The right to maintain a business of buying and
4 selling aircraft, parts and accessories therefor, aircraft fuels,
5 lubricants and propellants including the right to use vehicles to
6 service aircraft, for the sale of aircraft fuel and lubricants on
7 said airport, aviation equipment of all descriptions, either at
8 retail or wholesale; tobacco, confections, and refreshments, save
9 and except for alcoholic beverages, may be sold by LESSEE by
10 vending machine only. No alcoholic beverages of any nature or
11 sort may be sold by LESSEE on said premises. Micro Fiched

12 E. The right to sell aircraft fuels, lubricants and
13 propellants at said airport at locations as may from time to time
14 be designated by LESSOR.

15 F. The training on the airport of personnel in the
16 employ of LESSEE and/or his tenants and sublessees and members of
17 the public generally as students, or otherwise, in any art,
18 science, craft, or skill pertaining directly or indirectly to
19 aircraft.

20 G. The use of said "public airport facilities" and
21 navigational aids and facilities relating thereto for purposes of
22 commercial and non-commercial landings, takeoffs, and taxiing of
23 aircraft.

24 H. The use of, and a right of ingress to and egress
25 from, the leased premises without charge thereof, except the
26 consideration set out herein.

27 I. The right to construct, erect, maintain and
28 remodel or remove improvements in any lawful manner upon the

1 leased premises for the purpose of carrying out any activities
2 provided for herein, subject, however, to the prior approval of
3 LESSOR and under the terms and conditions herein provided.

4 Upon the termination of this lease for any cause
5 whatsoever, except breach of a term or covenant, all improvements
6 constructed or erected by LESSEE theretofore may be removed by
7 LESSEE at its sole option and expense within ninety (90) days
8 from such termination. In the event LESSEE fails to so remove
9 any or all of said improvements, they shall forthwith and auto-
10 matically become the property of LESSOR. Such removal of said
11 structures and improvements shall be done by LESSEE in a good and
12 workmanlike manner, avoiding damage to any other structure or
13 operation in the airport, and shall leave the property in a fit
14 and useable condition.

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15 LESSOR, in turn, covenants and agrees that it will
16 operate and maintain the YOLO COUNTY AIRPORT and its existing
17 "public airport facilities" as a public airport consistent with
18 and pursuant to assurances given by LESSOR to the United States
19 Government under the Federal Airport Act, and will keep and main-
20 tain the existing "public airport facilities" at said airport in
21 a good state of repair and in a safe and serviceable condition.

22 LESSOR shall construct and maintain as needed tie-
23 down areas on the airport at convenient locations adjacent to the
24 demised premises described in Exhibit "A" herein.

25 9. RENTALS AND TIEDOWN COLLECTIONS. LESSOR hereby
26 appoints and designates LESSEE and its agent to collect all tie-
27 down and parking fees on said tiedown locations adjacent to the
28 demised premises. As compensation therefor LESSEE shall be paid

1 Fifty Percent (50%) of all tiedown and parking charges collected.
2 LESSEE shall be authorized to withhold such compensation from
3 collected funds, and will remit the County's share monthly.

4 10. DEFAULT AND REMEDIES OF LESSOR AS TO ALL COVENANTS.

5 In the event of the breach or default, or claim of
6 breach or default of any covenant or condition or term to be per-
7 formed by LESSEE, LESSOR shall serve upon LESSEE by mail a writ-
8 ten notice, specifying with particularity wherein and in what
9 manner such alleged default or breach is claimed to exist, and
10 LESSEE shall be thereby given thirty (30) days from receipt of
11 said notice to cure said alleged default or breach.

12 It is specifically agreed between the parties that
13 the breach or default by LESSEE, or the violation by the LESSEE,
14 of any such covenant or term of this lease may be deemed by
15 LESSOR to be such a default as to empower LESSOR to declare this
16 lease forfeited, breached, and terminated.

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17 In the event of any such default or breach of this
18 lease by LESSEE, and such default or breach remains uncured for
19 thirty (30) days as aforesaid, then LESSOR, in addition to other
20 remedies or rights provided by law shall have the right of re-
21 entry at the end of said thirty-day period and may remove all
22 persons from said property and take full possession of or remove
23 all property on the premises of whatever kind or nature.

24 11. UTILITIES. LESSEE shall arrange and pay for its own
25 consumed utilities including electricity, garbage, telephone, and
26 other. LESSOR will supply water to LESSEE at the well head.
27 LESSEE shall construct all water pipes and facilities as needed
28 to the well head. LESSEE shall extend utilities to his leased

1 areas as needed.

2 12. ASSIGNMENT OR SUBLETTING. LESSEE shall not assign
3 this lease, or any interest therein, and shall not sublet the
4 said premises or any part thereof, or any right or privilege ap-
5 purtenant thereto, or suffer any other person (the agents and
6 servants of LESSEE excepted) to occupy or use the said premises,
7 or any portion thereof, without the written consent of LESSOR
8 first had and obtained, and a consent to one assignment subletting,
9 occupation, or use by another person shall not be deemed to be a
10 consent to any subsequent assignment, subletting, occupation, or
11 use by another person. Any such assignment or subletting without
12 such consent shall be void, and shall, at the option of LESSOR,
13 terminate this lease. This lease shall not, nor shall any ^{Micro Fiched}
14 interest therein, be assignable, as to the interest of LESSEE, by
15 operation of law, without the written consent of LESSOR. LESSEE
16 shall be entitled to sub-contract for any aviation services or
17 activities allowed by Paragraph 8 hereof. Either (a) the appoint-
18 ment of a receiver to take possession of all or substantially all
19 of the assets of LESSEE, or (b) a general assignment by LESSEE
20 for the benefit of credits, or (c) any action taken or suffered
21 by LESSEE under any insolvency or bankruptcy act shall give LESSOR
22 the option to cancel this lease and any proposed transfer thereof.

23 13. NON-LIABILITY OF OWNER FOR DAMAGES AND
24 LIABILITY INSURANCE.

25 A. This lease is made upon the express condition
26 that LESSOR is to be free from all liability and claim for damages
27 arising out of actions or conduct of the LESSEE, its agents,
28 servants, employees, and invitees of either, during the term of

1 this lease or any extension thereof or covenanty hereunder;
2 LESSEE hereby covenants and agrees to indemnify and save LESSOR
3 harmless from all liability, loss, cost and obligations on ac-
4 count of or arising out of any such injuries or losses however
5 occurring. Micro Fiched

6 B. The covenants of the part of LESSEE to forever
7 indemnify and save harmless LESSOR shall be conclusively
8 determined performed and observed by LESSEE procuring and keeping
9 in force during the term of this lease or any extension hereof or
10 any occupancy hereunder at LESSEE's expense, a policy of compre-
11 hensive public liability insurance (in companies either approved
12 in writing by LESSOR or rated in Best's as "Triple A" or better)
13 whereof LESSEE and LESSOR shall be named insureds to protect
14 against any liability to the public incident to the use of or
15 resulting from any accident in or about said demised premises
16 with a single limit of \$500,000 per occurrence for bodily injury
17 and \$100,000 property damage. These policies shall insure the
18 contingent liability of LESSOR and a certificate of said insurance
19 together with a receipt for the payment of premiums for the term
20 thereof shall be delivered to LESSOR and LESSEE is to obtain a
21 written obligation on the part of the insurance carriers to notify
22 LESSOR in writing thirty (30) days prior to any cancellation
23 thereof and LESSEE agrees, if LESSEE does not keep such insurance
24 in full force and effect LESSOR may take out the necessary
25 insurance and pay the premium and the repayment thereof shall be
26 deemed to be part of the rental and payment as such shall be made
27 by LESSEE on the next day upon which rent becomes due. Aside
28 from the procuring and paying for the aforescribed policy of

1 insurance, LESSEE shall have no further, additional, or other
2 obligation or liability or duty to indemnify and save harmless
3 LESSOR. However, LESSOR is under no obligation to perform
4 insurance matters.

5 14. REPAIRS. LESSEE shall, at his sole cost, keep and
6 maintain said premises and appurtenances and every part thereof,
7 (excepting public airport facilities), in good and sanitary order,
8 condition, and repair at least as good as existing at time of
9 lease, hereby waiving all right to make repairs at the expense
10 of LESSOR as provided in § 1942 of the Civil Code of the State
11 of California, and all rights provided for by § 1941 of said
12 Civil Code. LESSEE's maintenance obligation commences upon
13 execution of this lease.

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14 15. COMPLIANCE WITH LAW. LESSEE shall, at his sole cost
15 and expense, comply with all of the requirements of all County,
16 State and Federal authorities now in force, or which may hereafter
17 be in force, pertaining to the said premises, and shall faith-
18 fully observe in the use of the premises all County ordinances
19 and State and Federal statutes now in force or which may here-
20 after be in force. The judgment of any court of competent juris-
21 diction, or the admission of LESSEE in any action or proceeding
22 against LESSEE, whether LESSOR be a party thereto or not, that
23 LESSEE has violated any such ordinance or statute in the use of
24 the premises shall be conclusive of that fact as between LESSOR
25 and LESSEE. LESSEE and any assignees of LESSEE or subtenants of
26 LESSEE shall comply with all regulations and restrictions imposed
27 by or contained within the United States Grant Deed of the air-
28 port to the County of Yolo under which Yolo County holds title

1 to said lands.

2 Pursuant to the requirements and mandates of the
3 Federal Aviation Administration, LESSEE covenants as follows:

4 LESSEE agrees to operate the premises leased for the
5 use and benefit of the public.

6 1. To furnish good, prompt, and efficient
7 services adequate to meet all the demands for its service at the
8 airport.

9 2. To furnish said service on a fair, equal, and
10 non-discriminatory basis to all users thereof, and Micro Fiched

11 3. To charge fair, reasonable, and non-discrimina-
12 tory prices for each unit of sale or service, provided that the
13 LESSEE may be allowed to make reasonable and non-discriminatory
14 discounts, rebates, or other similar types of price reductions to
15 volume purchasers.

16 LESSEE, his agents and employees will not discriminate
17 against any person or class of persons by reason of race, color,
18 creed or national origin in providing any services or in the use
19 of any of its facilities provided for the public, in any manner
20 prohibited by Part 15 of the Federal Aviation Regulations.

21 LESSEE further agrees to comply with such enforcement
22 procedures as the United States might demand that the LESSOR take
23 in order to comply with the Sponsor's Assurances.

24 It is clearly understood by the LESSEE that no right
25 or privilege has been granted which would operate to prevent any
26 person, firm, or corporation operating aircraft on the airport
27 from performing any services on its own aircraft with its own
28 regular employees (including, but not limited to, maintenance and

1 repair) that it may choose to perform.

2 It is understood and agreed that nothing herein con-
3 tained shall be construed to grant or authorize the granting of
4 an exclusive right.

5 16. BINDING ON SUCCESSORS. The covenants and conditions
6 herein contained shall, subject to the provisions as to assign-
7 ment, apply to and bind the heirs, successors, executors, adminis-
8 trators, and assigns of all of the parties hereto; and all of the
9 parties hereto shall be jointly and severally liable hereunder.

10 17. NOTICES. Any and all notices or demands by or from
11 LESSOR to LESSEE, or LESSEE to LESSOR, shall be in writing. They
12 shall be served either personally or by registered mail or by
13 telegraph. If served personally, service shall be conclusively
14 deemed made at the time of service. If served by registered mail,
15 service shall be conclusively deemed made forty-eight (48) hours
16 after the issuance of the registry receipt therefor, and the
17 deposit thereof in the United States mail, postage prepaid, Micro Fiches
18 addressed to the party to whom such notice or demand is to be
19 given, as hereinafter provided. If served by telegraph, service
20 shall be conclusively deemed made at the time the telegraphic
21 agency shall confirm to the sender delivery thereof to the
22 addressee. Any notice or demand to LESSOR or to LESSEE may be
23 given unto LESSOR or LESSEE at the last known address or such
24 other address as LESSOR or LESSEE may give to the other (pursuant
25 to the provisions for notice in accordance with this lease).

26 18. TIME. Time is of the essence in this lease.

27 19. CAPTIONS. The title or headings to the paragraphs of
28 this lease are not a part of this lease and shall have no effect

1 upon the construction or interpretation of any part thereof.

2 20. SUBORDINATION. This lease shall be subordinate to the
3 provisions of any existing or future agreement between LESSOR and
4 the United States of America or the State of California (or any
5 agency thereof) relative to the use, operation or maintenance of
6 the airport, the execution of which has been or may be required
7 as a condition precedent to the expenditure of Federal or State
8 funds for the development of the airport, and this lease shall be
9 amended as necessary to conform to any such agreement or require-
10 ment.

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11 21. FIRE INSURANCE. During the lease term, LESSEE shall
12 maintain in full force, on all real improvements on said property
13 and all of LESSEE's fixtures and equipment in the premises and the
14 existing hangars on the public area of the airport, a policy or
15 policies of fire insurance with standard extended coverage en-
16 dorsement, to the extent of at least Eighty Percent (80%) of
17 their insurable value.

18 In case any of the now existent improvements made by
19 LESSOR shall be partially or totally destroyed by fire or other
20 casualty insurable under full standard extended risk insurance or
21 as to become partially or totally untentable, the same shall be
22 repaired or rebuilt as speedily as possible at the expense of
23 LESSOR and the proceeds from any such fire insurance policy on
24 said building shall be used and applied to such repair and re-
25 building and the proceeds from any such policy on the fixtures
26 and equipment of LESSEE in the premises shall be used for the
27 repair or replacement of such fixtures and equipment. LESSOR
28 shall have no interest in the insurance upon tenant's equipment

1 and fixtures and will sign all documents necessary or proper in
2 connection with the settlement of any claim or loss by LESSEE.

3 In case any of the presently existent improvements
4 made by LESSOR shall be partially or totally destroyed by casualty
5 not insurable under full standard extended risk insurance so as
6 to become partially or totally untentable, the same shall be re-
7 paired or rebuilt within a reasonable time at the expense of
8 LESSOR.

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9 In the event of any partial or total destruction
10 rendering said premises partially or totally untentable, if
11 there be a substantial interference with LESSEE's business, a
12 just and proportionate part of the rental shall be abated until
13 the premises are repaired or rebuilt.

14 22. ADDITIONAL ITEMS.

15 A. Operation is to be attractive to aviation uses
16 and LESSEE shall require efficiency, courtesy and expertise of
17 his employees, operators or representatives.

18 B. If airport is ever relocated, operator is assured
19 of equivalent rights on relocated site under this lease with no
20 direct additional costs due to relocating.

21 C. LESSEE will provide and COUNTY will consent to
22 on-site unicom radio facilities for ground-air communication.

23 D. Wrecked aircraft may be stored in areas properly
24 fenced to obscure same from view and not be unsightly or consti-
25 tute a nuisance.

26 IN WITNESS WHEREOF, the parties hereto have entered into
27 this agreement the date hereinabove set forth.

LESSOR -

COUNTY OF YOLO, a political subdivision of the State of California

BY

Wm E Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY

Barbara Rodgers
DEPUTY

(SEAL)

Micro Fiched

LESSEE -

Albert J. Blanchard
ALBERT BLANCHARD

William Biasi
WILLIAM BIASI

Joe L. Borba
JOE L. BORBA

Robert L. Button
ROBERT L. BUTTON

Vernon E. Eriksen
VERNON E. ERIKSEN

Peter Fortis, Jr.
PETER FORTIS, JR.

Shirley G. Hildebrand
SHIRLEY G. HILDEBRAND

Micro Fiched

Frank W. Hildebrand
FRANKLIN WILLIAM HILDEBRAND

Mike Hawkins
MIKE HAWKINS

Jack W. Klein
JACK W. KLEIN

Dennis J. Mariani
DENNIS J. MARIANI

Henry P. Cech
HENRY P. CECHE

Edward Cech
EDWARD CECHE

Roydell Pinkston
ROYDELL PINKSTON

Al M. Soga
AL M. SOGA

Dr. Corbin A. Young
DR. CORBIN A. YOUNG

William P. Dougherty
WILLIAM P. DOUGHERTY

RESIDENCE
750 Second Street
Woodland, California
Phone 397

N. F. DOUGHERTY

Grower of
Barley, Beans, Rice, Wheat

RANCH HEADQUARTERS
Box 151, Robbins, Calif.

TELEPHONES
Knights Landing 6
Sacramento 79-F-3

11/15/74

I, William B. Dougherty,
do authorize Mrs. Amelia R.
Dougherty the power of
attorney for me from

Micro Fiched

11/15/74 to 12/1/74

William B. Dougherty

RECEIVED

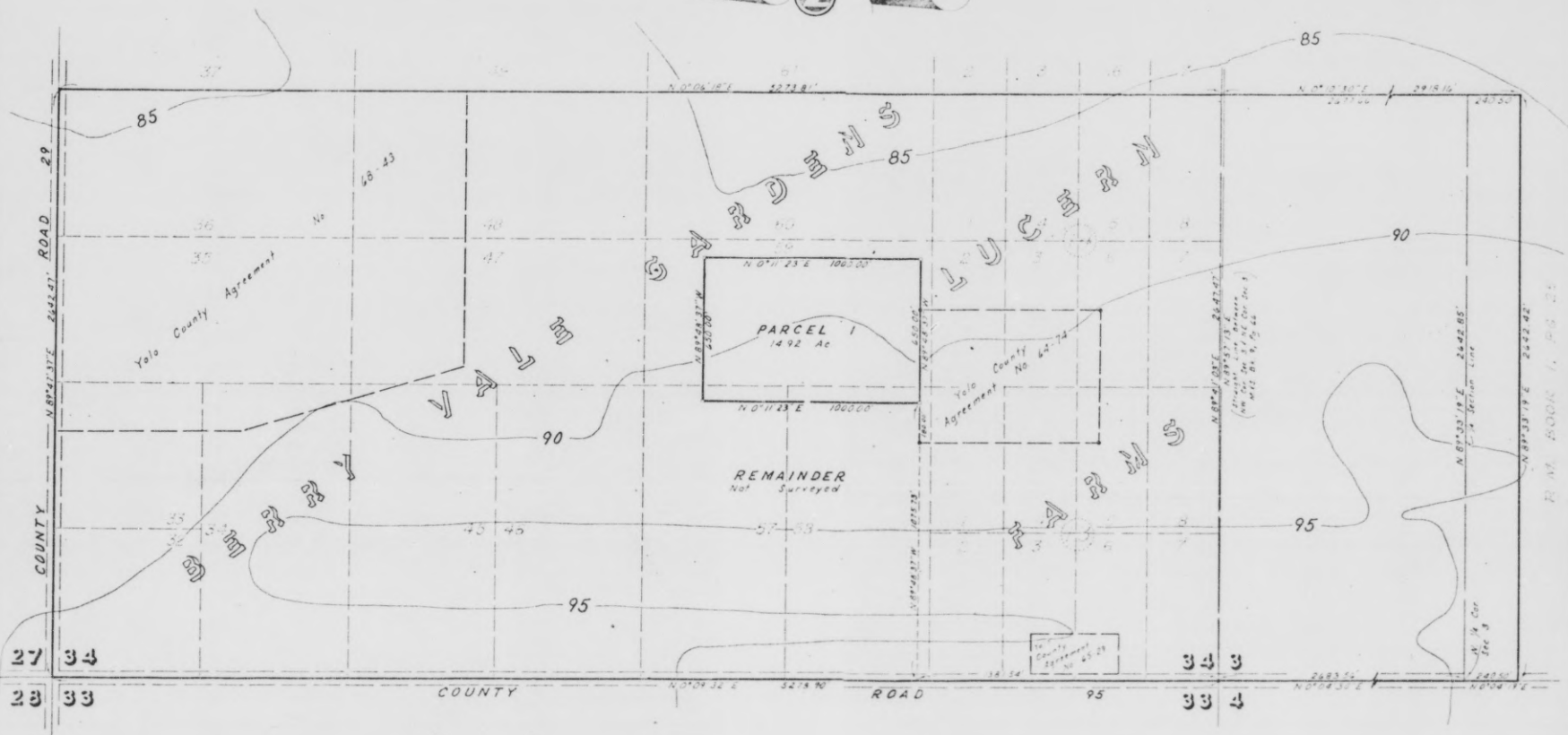
NOV 18 1974

LAURENCE P. HENIGAN, Clerk

By

Deputy

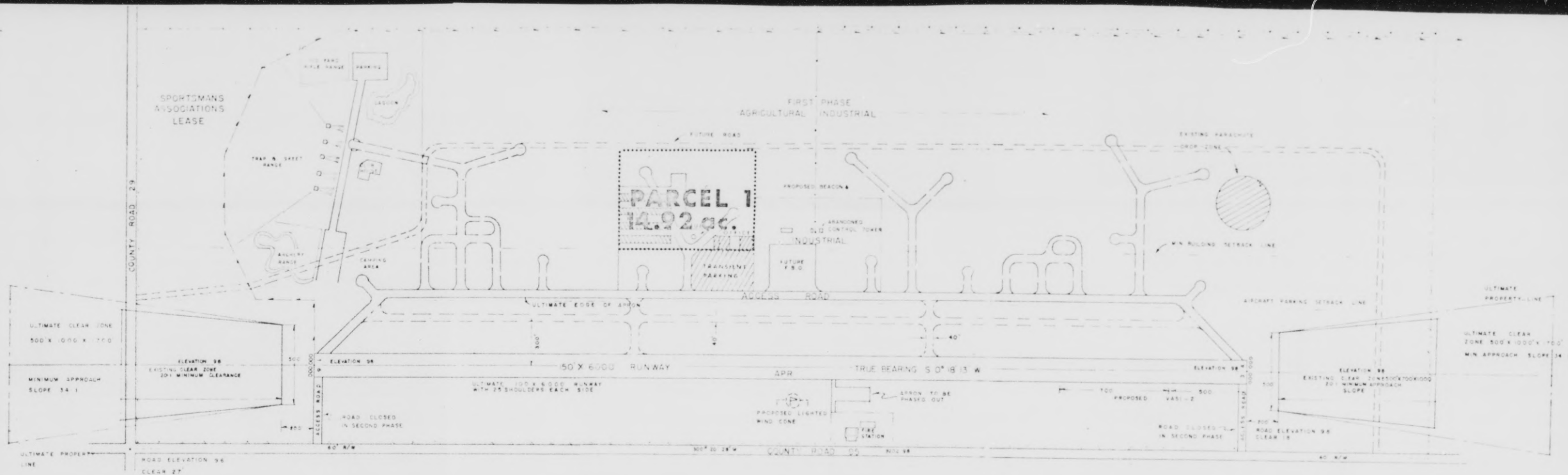
The
power of attorney
was approved
by Co. Counsel
11-19-74
JL



USE - A-V ZONING
 POWER - PG & E
 WATER - PRIVATE WELL
 SEWER - PRIVATE SEPTIC TANK

TENTATIVE
 PARCEL MAP NO. 2416
 for
COUNTY OF YOLO
 Por. Sec. 3, T8N, R1E, 8
 Sec. 34, T9N, R1E, MDB & M
 LAUGENOUR AND MEIKLE
 CIVIL ENGINEERS
 WOODLAND

Scale 1"=300' July 1974



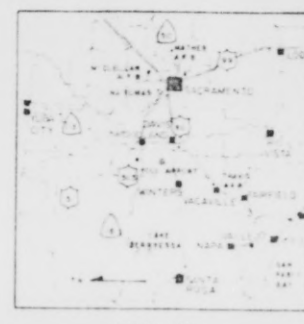
NOTE: ULTIMATE CLEAR ZONE BASED ON FUTURE
NON-PRECISION INSTRUMENT APPROACHES WITH
GREATER THAN 3/4 MILE VISIBILITY
2.15 WIND COVERAGE 98% SAME AS
SACRAMENTO METRO AIRPORT



RUNWAY DATA	
RUNWAY 16-34	
EFFECTIVE GRADIENT	0.03%
% WIND COVERAGE	98%
INSTRUMENT RUNWAY	NONE
PAVEMENT STRENGTH	20,000 P.S.I.
PAVEMENT SECTION	3" AC-9 BASE 5" AC-9 BASE
APPROACH SLOPES	50:1 MIN
LIGHTING	NONE
RUNWAY MARKING	NONE
NAVIGATIONAL AID	NONE
RUNWAY LENGTH	6,000'
RUNWAY WIDTH	50'
CONNECTION FACTOR	1.03
EXPECTED LENGTH	5,923'

AIRPORT DATA	
EXISTING	ULTIMATE
AIRPORT CLASS	3rd CLASS
AIRPORT ELEVATION	97' MSL
NORMAL MAXIMUM TEMP	97°F
HOTTEST MONTH	SEP
AIRPORT LOCATION	LAT 39° 14' 47" N LONG 121° 51' 20" W
APP. COORDINATES	SAME

LEGEND	
EXISTING	ULTIMATE
3rd CLASS PAVEMENT	ULTIMATE DEVELOPMENT
ULTIMATE DEVELOPMENT	ULTIMATE DEVELOPMENT
PROPERTY LINE	PROPERTY LINE
POWER LINE	POWER LINE
FENCE LINE	FENCE LINE
DRAINAGE DITCH	DRAINAGE DITCH
U.S. HIGHWAY	U.S. HIGHWAY
STATE HIGHWAY	STATE HIGHWAY



YUBA COUNTY AIRPORT WINTERS, CALIFORNIA AIRPORT LAYOUT PLAN			
DRAWN BY	DATE	CHECKED BY	DATE
DRAWN BY	DATE	CHECKED BY	DATE
DRAWN BY	DATE	CHECKED BY	DATE

57- 32- 5- 51
YOLO COUNTY AGREEMENT NO. 74-89

☐ STATE AGENCY
☐ DEPT. OF EDUC. SER.
☐ CONTROLLER
☐ 10
☐

THE AGREEMENT, made and entered into this _____ day of _____, 19____, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

THE OFFICE ACTING FOR STATE AGENCY
Wilson Riles Department of Education
hereby called the State, and
County of Yolo
hereafter called the Contractor,

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

This Agreement is entered into by the State Department of Education, hereinafter referred to as Education, and the County of Yolo, County Welfare Department, hereinafter referred to as County, (Contractor), for the purpose of providing for the care and development of children pursuant to the California Child Development Act of 1972, Division 12.5 of the Education Code, and Part 2 of Division 2 of the Welfare and Institutions Code.

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This Agreement is entered into in accordance with provisions of: Title 45, Code of Federal Regulations, Part 220 - Service Programs for Families and Children; Title IV, Parts A and C of the Social Security Act; the State Plan for services to families and children; the regulations of State Departments of Health and Education; such other Federal and State regulations which may apply; and Titles 5 and 22 of the California Administrative Code.

CHARLES R. FARMER
COUNTY COUNSEL
CHIEF DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY
Department of Education
BY (AUTHORIZED SIGNATURE)
LAURENCE P. HENIGAN
TITLE
Superintendent of Public Instruction

CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.)
County of Yolo
BY (AUTHORIZED SIGNATURE)
W. E. Duncan
TITLE
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA
ADDRESS
20 Cottonwood Street, P.O. Box 531
Woodland, CA 95695

(CONTINUED ON 2 SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space
RECEIVED
OCT 29 1975
LAURENCE P. HENIGAN, Clerk
By..... Deputy
FILED
OCT 29 1975
LAURENCE P. HENIGAN, Clerk
Calvin Rodgers

AMOUNT OF THIS ESTIMATE		APPROPRIATION		FUND	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
\$					
ADJ. INCREASING ENCUMBRANCE	FUNCTION				
\$					
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT				
\$					

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER DATE

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY DATE

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

DEFINITIONS

As used in this Agreement:

1. Federal Interagency Day Care Requirements (FIDCR) means those requirements established pursuant to Section 522 (d) of the Economic Opportunity Act as approved by the U. S. Department of Health, Education, and Welfare, U.S. Office of Economic Opportunity, and U.S. Department of Labor and previously in effect in conjunction with Title 45 - Public Welfare, Chapter II - Social and Rehabilitation Service (Assistance Programs), U. S. Department of Health, Education, and Welfare, Part 220 - Service Programs for Families and Children.
2. Current Recipient means a family or child who is currently receiving public assistance under Aid to Families with Dependent Children (AFDC).
3. Former Recipient means an eligible family or child as defined in the appropriate State social service regulations and in accordance with Health's approved State Plan for services to families and children.
4. Potential Recipient means an eligible family or child as defined in the appropriate State social service regulations and in accordance with Health's approved State Plan for services to families and children. Micro Fiched
5. Certified Child means a child who is semi-annually determined to be eligible for child care services as a current, former or potential AFDC recipient, in accordance with the relevant State laws and regulations and the criteria and procedures set forth in this Agreement.
6. Social Services unless otherwise specified in this Agreement, means those services that are an integral part of child care services program and are provided in accordance with State social services regulations.
7. Child Care Services Programs means a comprehensive and coordinated system of social services for prekindergarten and school age children, aged 16 years, or less. Such services shall include but not be limited to supervision, education, health, nutrition, parent participation and related social services, provided through a variety of full- and part-time child care delivery systems approved pursuant to Division 12.5 of the Education Code, licensed pursuant to Section 1310 of the Health and Safety Code or accredited pursuant to Section 16725 of the Education Code. These child care delivery systems include public and private children's centers, group child care and family day care home and in-home care.
8. Child Care Facility means any facility providing services as covered by this Agreement for the care of children less than 24 hours a day.

DEFINITIONS (Continued)

9. Vendor Payment means a payment made to a person or agency providing child care services. The vendor payment is made by the county welfare department directly to the person/agency.
10. Family Home Agreements means an agreement arranged by the county welfare department with a family child care home operator to provide services to an eligible child(ren).

PROVISIONS

1. This Agreement is effective for the period from July 1, 1974 through June 30, 1975 contingent upon availability of State and Federal funding.

Upon sixty (60) days written notice to the other party, either party may terminate this Agreement.

2. Maximum amount of this Agreement shall not exceed \$ 7,249.00.

The maximum amount includes:

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- a. \$ -0- for Family Home Agreements (Title IV-A Funds)
- b. \$ 2,284 for Vendor Payments (Title IV-A Funds)
- c. \$ -0- for Family Home Agreements (WIN Funds)
- d. \$ 4,965 for Vendor Payments (WIN Funds)

\$ 7,249 Sub-Total Direct Services

- e. \$ Amount for Indirect Costs*

- f. \$ 4,249 Agreement Maximum

*If County has an approved Indirect Cost Allocation Plan, prepared in conformity with Federal Bureau of Budget Circular A-87, then County must attach a copy of the approval notice with indicated rate and such attachment becomes part of this Agreement.

3. Payment for services purchased under this Agreement will be (a) on child-hour basis and (b) based on the costs directly attributable to such services. Payment shall not exceed the actual cost incurred for a certified child up to a maximum of a \$1.05 for children 2 years of age and older and \$1.25 for children under 2 years of age. Cost computation will be based on actual costs incurred up to maxima or on as close an approximation of actual costs as is possible under standard accounting procedures.

The child-hour reimbursement will not exceed the allowable costs incurred in providing the service, less any parental fees, divided by the total number of child-hours of participation in the program.

4. County will determine, verify and document eligibility and service needs for families and individuals receiving services under these programs, in accordance with the State Social Service Regulations and with provisions outlined in this Agreement.
5. It is agreed that there will be no differentiation in chargeable costs between services to federally certified or non-certified children.
6. County will report the actual costs incurred under this Agreement to Education monthly, will maintain a monthly list of certified children, their public assistance case numbers, if applicable, the number of days and number of hours each child was enrolled in the programs cited in this Agreement for each month and other related data as required by Education.
7. For purposes of determining the number of days counted for each certified child enrolled in a program, verified absence on account of illness or quarantine not to exceed ten (10) consecutive days for any one illness will be considered to be regular attendance for the number of days for which each child was enrolled. *Micro Fiches*
8. Education shall pay compensation to County in the amount of full reimbursement of actual costs pursuant to Section 16780 of Education Code and Provision 3 of this Agreement, and in accordance with and limited by the approved amounts stipulated in Provision 2. Within ten (10) days following each calendar month, County shall submit a claim (CE-CC5) to Education for all reimbursable services provided in the preceding month. Education shall pay County the amount claimed unless Education determines that the amount claimed is not in accordance with the provisions of this Agreement, but payment by Education shall not preclude a subsequent determination by Education that all or a portion of such claims was not allowable.
9. Costs allowable for reimbursement will be in accordance with the Provisions of the following U.S. Department of Health, Education and Welfare documents:

OASC-5

A Guide for Non-Profit Institutions - Establishing indirect cost rates for Research and Grants contracts with the Department of Health, Education and Welfare.

OASC-6

A Guide for State Government Agencies - Establishing Cost Allocation Plans and Indirect Cost Proposals for Grants and Contracts with the Federal Government.

OASC-R

A Guide for Local Government Agencies - Establishing Cost Allocation Plans and Indirect Cost Proposals for Grants and Contracts with the Federal Government.

These documents will be used to implement U.S. Bureau of the Budget Circular No. A-87, which provides principles and standards for determining costs applicable to grants and contracts with state and local government agencies. Should the U. S. Department of Health, Education and Welfare revise Federal Regulations regarding the purchase of services, this Agreement may be renegotiated in accordance with the revisions of the regulations when they are issued.

10. Child Care Services Program, pursuant to Division 12.5 of the Education Code, shall be provided to eligible children of families who qualify under Federal Social Service Regulations for reimbursement as current, former, or potential recipients of public assistance. Such services must be for the purpose of enabling the caretaker relatives to participate in employment or training, or because of the death, continued absence from the home, or incapacity of the child's mother and the inability of any member of such child's family to provide adequate and necessary care and supervision for such child.

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Child care may also be provided, when appropriate, for eligible children who are mentally retarded and to other recipients, to the extent necessary, to accomplish the strengthening of family life goal, to prevent child abuse and neglect.

11. Child Care Services Programs operated pursuant to this Agreement shall be available to all eligible children regardless of sex, race, religion, or ethnic background and no such program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any private sectarian school system.
12. County will enroll children into the child care services program according to the eligibility priorities established by Education.
13. County will collect fees from parents according to the fee schedule established by Education, and will maintain records of all fees collected from individual families for hours of attendance in the child care services program.
14. County will assure that the child care services programs are in compliance with all Federal, State and Local regulations and standards.

THE AMERICAN INSTITUTE OF ARCHITECTS

RECEIVED

JUN 11 1974

LAURENCE P. HENIGAN, Clerk

By.....



FILED

JUN 11 1974

LAURENCE P. HENIGAN, Clerk

By: *Paula M. Folsom*
Deputy

AIA Document B131

Standard Form of Agreement Between Owner and Architect

on a basis of a

PERCENTAGE OF CONSTRUCTION COST

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

Micro Fiched

made this 28th day of May in the year of Nineteen
Hundred and Seventy-Four

BETWEEN

County of Yolo

the Owner, and

Mau-Barnum-Folsom and Mirza
Architects and Planners, Inc.

the Architect.

It is the intention of the Owner to

Construct a library building and supporting facilities

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. FOR THE ARCHITECT'S BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract	Eight	per cent (8 %)
Separate Stipulated Sum Contracts		per cent (%)
A Single Cost Plus Fee Contract		per cent (%)
Separate Cost Plus Fee Contracts		per cent (%)

AN INITIAL PAYMENT OF Zero dollars (\$ 00.00) shall be made upon the execution of this Agreement and credited to the Owner's account.

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b. FOR THE ARCHITECT'S ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of Twenty-Five dollars (\$ 25.00) per hour. For the purposes of this Agreement, the Principals are:

Employees' time computed at a multiple of two and one-half ($2\frac{1}{2}$) times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of one point one (1.1) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of one point one (1.1) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph 11b will be subject to renegotiation if the services covered by this Agreement have not been completed within eighteen (18) months of the date hereof.

c. FOR THE ARCHITECT'S REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

d. THE TIMES AND FURTHER CONDITIONS OF PAYMENT shall be as described in Article 6.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in

obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner, during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Documents.

uments, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment; and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect

shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsurface air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to

ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

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CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency established as a condition of this Agreement, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project, long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph 11a (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis.

Micro Fiched

and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrator shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

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EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

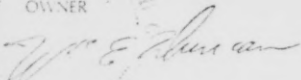
GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

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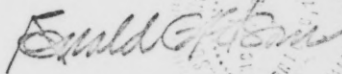
This Agreement executed the day and year first written above.

OWNER



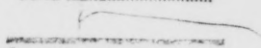
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

ARCHITECT



Approved as to Form

Dated 2


County Council of Yolo County

- ☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 28th day of March, 1974,
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE <u>Executive Director</u>	AGENCY <u>Office of Criminal Justice Planning</u>	NUMBER Amend. #1 <u>A-1059-73</u> <u>0507</u>
hereafter called the State, and <u>County of Yolo</u>		
hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Application for Grant for Law Enforcement Purposes A-1059-23 between
the parties hereto is hereby amended to change the Duration of Project **Micro Fiched**
from "April 1, 1973 to March 31, 1974" to "April 1, 1973 to June 30, 1974".

All other provisions of this contract remain as previously agreed upon.

RECEIVED

NOV 17 1975

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

FILED

NOV 17 1975

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers
Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

AGENCY
Office of Criminal Justice Planning
BY (AUTHORIZED SIGNATURE)
Paul Baker
TITLE
Executive Director

(CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR)

COUNTY OF YOLO

CONTRACTOR (IN OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
E. Shuman
BY (AUTHORIZED SIGNATURE)
TITLE
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
ADDRESS

Do Not Write in This Space EXEMPT FROM DEPARTMENT OF GENERAL SERVICES AP- PROVAL PURSUANT TO SEC- TION 135 OF THE STATE ADMINISTRATIVE MANUAL.	AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
	\$ <u>No additional funds required</u>	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	UNENCUMBERED BALANCE				1972-73
	\$	ADJ. INCREASING ENCUM- BRANCE	FUNCTION		
	\$	ADJ. DECREASING ENCUM- BRANCE	LINE ITEM ALLOTMENT		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER <u>James H. Hume</u>				T.B.A. NO.	DR. NO.
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201 have been complied with and this document is a valid item review by the Department of Finance.				DATE NOV 17 1975	
SIGNATURE OF CONTRACTOR <u>Paul Baker</u>				DATE 5/20/74	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

Micro Fiched

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

FINANCIAL AID OFFICE
NORTH HALL
PHONE: 752-2390

DAVIS, CALIFORNIA 95616

May 14, 1974

XEROX
COPY

FILED

JUN 11 1974

LAURENCE P. HENIGAN, Clerk

By: *Barbara Rodgers*
Clerk

Yolo County: Public Defender
Mr. Rudolf H. Binsch
Public Defender
County of Yolo
815 Court Street
Woodland, California 95695

Dear Mr. Binsch,

Reference is made to the agreement between the Yolo County: Public
Defender and the Regents of the University of
California, relative to the College Work-Study Program agreement
dated July 1970. We wish to extend this agreement for one
additional year which would establish a termination date of
June 1975.

Micro Fiched

The federal share of student compensation paid in the College Work-
Study Program is 70% for the 74-75 year (the Organization's share
of student wages is 30%).

If this extension is agreeable to you, I would appreciate it if you
would sign the original of this letter and return it to Allen G. Marr,
Dean, Research Development.

Sincere yours,

Geraldne Frambs
Internal Operations
Coordinator, Financial Aid

W. E. Luman
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

GF:sz
cc: Lou Polk
Accounting Office

Allen G. Marr
Allen G. Marr
Dean, Research Development

Barbara Rodgers
Yolo County: Public Defender
6-12-74

P-27
5/74

FILED

JUN 8 1974

AGREEMENT NO. 74- 93

LAURENCE P. HUNGAN, Clerk

By Barbara A. Rodgers
Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day
of _____, 19 74, by and between
Paulsen Brothers, Inc.

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

Micro Fiches

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

Re-roofing and related work at the Yolo County Hospital

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Yolo County Hospital Re-roofing and related work

(Plan Index No. BCR 73-23))

(W.O. # 0501)

Approved April 22, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and speci-
fications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for ^{Micro Fiched}
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within fifty five (55) working days next after the
the date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

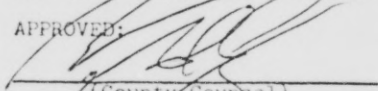
ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

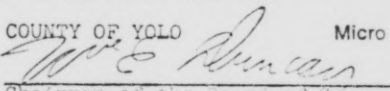
IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:


(County Counsel)

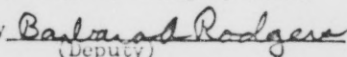
COUNTY OF YOLO

Micro Fiched


Chairman of the Board of Supervisors

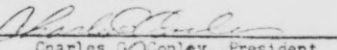
ATTEST:

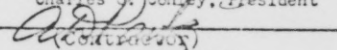
Laurence P. Henigan, Clerk

By 
(Deputy)

Paulsen Brothers, Inc.

by:


Charles G. Conley, President


(Contractor)

A. D. Park, Secretary

COUNTY OF YOLO
DEPARTMENT OF PUBLIC WORKS

CONTRACT CHANGE ORDER NO. 1

Project: Yolo County Hospital Reroofing W.O. No. 0501
Date: June 3, 1974
Location: Yolo County Hospital, Woodland, Calif.

To Paulsen Brothers, Inc. You are hereby directed
to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Change requested by: County of Yolo

DESCRIPTION OF WORK

(Estimate of quantities and prices shall be included herein)

Revise gutter to conform to detail submitted 5/29/74 by Paulsen Brothers, Inc.

Approved by Architect, Walter W. Rohrer.

Lump Sum reduction in Contract Cost. \$1,770.00

Micro Fiched

FILED

JUN 4 8 1974

Justification:

LAURENCE P. HENIGAN, Clerk

By: Barbara Rodgers
Deputy

COPY

By reason of this proposed change, 0 days
extension of time will be allowed.

APPROVED:
By

Contractor

Title

APPROVAL RECOMMENDED BY:

Resident Engineer

Approved:

Director of Public Works

Date 5/3/74

NOTE: This change order is not effective until approved by the Director of Public Works.

NOTE: The maximum amount of the change order shall not exceed \$500 for contracts up to \$50,000 or 1% of the total contract or \$2,000, whichever is smaller, unless approved by the Board of Supervisors.

COPY TO: Contractor—1, Public Works—2, Clerk, Board of Supervisors—1, County Executive—1, Original to Auditor

FILED

OCT 28 1974

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 74-94

By *Barbara Rodgers*
Deputy

FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER
No. 53

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THIS AGREEMENT, made and entered into this first day of July 1974
at Sacramento, County of Sacramento, State of California, by and between State
of California, through its duly elected or appointed, qualified and acting
DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and
THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Contractor has filed an application for financial aid
for County Veteran Service Officer operational costs, under the provisions of
Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and
Veterans Code); and

Micro Filled

WHEREAS, it is understood that the County Veteran Service Officer
is to assist every veteran of any war of the United States and the dependents
of every such deceased veteran in presenting and pursuing such claims as the
veteran may have against the United States arising out of war service, and
establishing the veteran's right to any privilege, preference, care, or
compensation provided for by the laws of the United States or of this State,
and that such Veteran Service Officer shall not directly or indirectly charge
or receive from the veteran or his dependent any compensation or thing of
value for such services except such salary and expenses as provided by the
Contractor; and

WHEREAS, the State has reviewed said application and authorized
the execution of this agreement;

It is agreed as follows:

THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer
and such additional employees, if any, as it may deem necessary to perform
the duties designated in Section 971 of the Military and Veterans Code, as
required for such County Veteran Service Officer's activities of the Contractor
for the period July 1, 1974 to and including June 30, 1975, substantially as
outlined in the Contractor's application.

"I hereby certify that all conditions for exemption
set forth in State Administrative Manual
Section 1201.12 have been complied with and this
document is exempt from review by the
Department of Finance."
Chick A. Brown

"I hereby further certify that all
conditions for exemption from review
complied with and this document
is exempt from the Department of
General Services' approval."
Chick A. Brown

JUN 20 1974

1 To comply with the terms and conditions of the attached
2 Standard Form 3, Fair Employment Practices Addendum, marked as
3 Exhibit "A", which is incorporated by reference and made a part of this
4 agreement".

5 That this agreement may be terminated by either party on thirty
6 days written notice addressed to the other.

7 This in the event of any disagreement as to whether expenditures
8 are reimbursable under this agreement, the decision of the State thereon
9 shall be final.

10 To submit claims to the State, in triplicate, certified by the
11 County Auditor, not later than the last day of the month following each
12 second calendar quarter, for reimbursement for expenditures incurred under
13 this agreement. *Micro Fiches*

14 To conform to rules, regulations, and standards fixed by the State
15 pursuant to Sections 971 and 972 of the Military and Veterans Code. That
16 reimbursement by the State shall be contingent upon performances by the
17 Contractor of its obligations hereunder.

18 To permit representatives of the State to inspect the performance
19 of services provided for herein and to examine all facilities and records in
20 connection therewith at any reasonable time.

21 THE STATE AGREES TO REIMBURSE THE CONTRACTOR

22 For expenditures incurred and paid in carrying out its obligations
23 hereunder, with the exception of Capital Outlay expenditures as follows:

24 1. 95% of the salary paid to the County Veteran Service Officer,
25 or \$75 per month toward the payment of such salary, whichever is the lesser
26 amount. (Statutory maximum: \$75.)

27 2. Not less than 30% nor more than 80% of the salary paid one
28 assistant to the County Veteran Service Officer. In the event the salary
29 of the assistant equals or exceeds that of the County Veteran Service Officer,
30 the reimbursement for salary of the assistant shall be 30% of the salary
31 paid by the Contractor to the assistant mentioned in this paragraph.

1 3. Not less than 20% nor more than 25% of the salaries of
2 additional assistants to the County Veteran Service Officer.

3 4. In no event shall the total amount of State subvention funds
4 expended on any county veteran service office exceed \$30,000 per year.

5 5. Surplus funds may be reallocated at the discretion of the
6 department to those counties which now or in the future may provide
7 services not now provided under contract.

8 Provided, however, that the total amount of reimbursement under this
9 agreement shall not exceed the sum of Five Thousand Eight Hundred Thirty
10 Seven and 92/100 - - - - - DOLLARS (\$ 5,837.92);

11 In the event additional assistants are employed and their duties
12 are not solely restricted to County Veteran Service Officer activities,
13 salaries as used above shall mean a pro rata of the salaries and retirement
14 contributions, for such assistants, attributable to performance of County
15 Veteran Service Officer functions as described in this agreement. **Micro Fiche**

16 The Contractor agrees to indemnify and save harmless the State, its
17 officers, agents and employees from any and all claims and losses accruing or
18 resulting to any and all contractors, subcontractors, materialmen, laborers,
19 and any other person, firm or corporation furnishing or supplying work,
20 services, materials or supplies in connection with the performance of this
21 contract, and from any and all claims and losses accruing or resulting to
22 any person, firm or corporation who may be injured or damaged by the Contractor
23 in the performance of this contract. The Contractor shall provide necessary
24 workman's compensation insurance at Contractor's own cost and expense.

25 In the event this agreement is terminated for any reason, no
26 expenditures incurred by the Contractor for the period subsequent to the
27 date of termination shall be used as a basis for reimbursement hereunder.

28 It is further agreed that this agreement may be amended by mutual
29 consent of the parties hereto.

30 All notices herein provided to be given or which may be given, by
31 either party to the other, shall be deemed to have been fully given when made

1 in writing and deposited in the United States Mail, registered and postage
2 paid, and addressed as follows: Department of Veterans Affairs, P.O.
3 Box 1559, Sacramento, California 95807; and to the Contractor, c/o Board
4 of Supervisors at the County Courthouse of the Contractor at its County
5 Seat. The address to which the notices shall or may be mailed to either
6 party may be changed by written notice given by such party to the other,
7 as hereinbefore provided; but nothing herein contained shall preclude the
8 giving of any such notice by personal service.

9 This agreement is not assignable in whole or in part.

10 IN WITNESS HEREOF the parties have hereunto set their hand the
11 day and year first written above.

12
13 COUNTY OF YOLO DEPARTMENT OF VETERANS AFFAIRS

14
15 By Wm E. Hurdan
16 CHAIRMAN, BOARD OF SUPERVISORS,
17 COUNTY OF YOLO, STATE OF CALIFORNIA

18 Title _____

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Micro Fiche
Chick A. Brown
F-2 Director

[Signature]
Manager
Veteran Services

Revised 6-19-94
CHARLES R. MACK

By Robert A. [Signature]
Deputy

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

- ☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1974
in the State of California, by and between State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE AGENCY NUMBER
Fiscal Officer Dept. of California Highway Patrol V-77-74/75

County of Yolo, P. O. Box 179, Woodland, California 95695
hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:
(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor agrees to establish an abandoned vehicle abatement program in cooperation with the California Highway Patrol, and in compliance with the California Vehicle Code Section 9250.7, 22702, and 22710, copies of which are marked "Exhibit A" and made by reference a part hereof.

Contractor shall provide for the abatement of abandoned vehicles in **Micro Fiched** accordance with local ordinances as set forth in the State Vehicle Code Section 22660 marked "Exhibit B," copies of which are attached and made by reference a part hereof.

Contractor agrees to furnish personnel and services necessary for the abatement of abandoned vehicles located within their jurisdiction and as described in "Exhibit B" subject to the condition that priority shall be given to the abatement of abandoned vehicles from corridors of the State Highway System, from public lands and parks, and from river and wildlife areas. This contract does not apply to the abatement of vehicles enclosed on the property of a dismantler, tow service, or any other private business engaged in the abatement of vehicles.

Contractor further agrees to maintain a record of each vehicle abated and The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY
Dept. of California Highway Patrol
BY (AUTHORIZED SIGNATURE)
George N. Schatz
TITLE
Fiscal Officer

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)
County of Yolo
BY (AUTHORIZED SIGNATURE)
Wm. E. Hume
TITLE
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA
ADDRESS
P. O. Box 179, Woodland, CA 95695

(CONTINUED ON 1 SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write In This Space FILED JAN 15 1975 LAURENCE P. HENIGAN, Clerk By <u>Carl A. Rodgers</u> Clerk	AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
	\$ 450.00	Abandoned Vehicle Trust Fund		Yolo	
	UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
	\$			1974	1974/75
	ADJ. INCREASING ENCUM. BRANCE	FUNCTION			
\$	LINE ITEM ALLOTMENT				
ADJ. DECREASING ENCUM. BRANCE					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER				DATE	
<u>James C. Hume</u>				6-18-74	
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY				DATE	
<u>George N. Schatz</u>				6-18-74	

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

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4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

JUN 18 7 07 AM '74
SACRAMENTO
CHP MEMORANDUM
SERIES

to maintain such record for a period of three (3) years from the termination date of this agreement. Such records shall be made available for examination by the California Highway Patrol or its authorized representatives at any time during that period.

Contractor agrees to furnish to the California Highway Patrol quarterly reports summarizing their programs activities and expenditures. Forms shall be provided by the California Highway Patrol, and reports shall be submitted to the California Highway Patrol, 2611 - 26th Street, Sacramento, CA 95804 not later than fifteen (15) days following the last day of the quarter to be covered.

The term of the contract commences July 1, 1974
June 30, 1975.

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and expires

This agreement may be cancelled by either party upon thirty (30) days prior written notice. Contractor agrees to perform no further services upon notice of such cancellation, and to forward invoices for reimbursement within ten (10) days covering services performed up to the date of such cancellation.

The attached Form 3, Fair Employment Practices Addendum, is incorporated into and made by reference a part hereof.

For the purposes of this agreement the contractor estimates that approximately Thirty (30) abandoned vehicles will be abated during the term hereof. Based upon the total amount of this agreement the average rate per vehicle abated will be Fifteen Dollars (\$15.00)

State agrees to pay contractor monthly in arrears and upon submission of an itemized invoice indicating the actual number of abandoned vehicles abated for that period. Payment shall be made from funds appropriated to the Department of California Highway Patrol and subject to the fiscal procedures of the State of California. The total amount of this contract shall not exceed Four Hundred Fifty Dollars (\$450.00) during the term hereof.

This agreement may be amended by the mutual consent of the parties hereto.

The contractor shall comply with the Presidential Executive Order No. 11615, dated August 15, 1971, or any subsequent Order modifying, amending, terminating, or substituting for said Order, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board, and Price Commission implementing such orders. The contractor warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing Order, rules, and regulations.

Senate Bill No. 300

Ch. 49

- 2 -

CHAPTER 49

An act to amend Sections 9250.7, 22702, and 22710 of the Vehicle Code, relating to vehicles, making an appropriation therefor, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor May 15, 1973. Filed with
Secretary of State May 15, 1973.]

LEGISLATIVE COUNSEL'S DIGEST

SB 300, Collier. Abandoned vehicles.

Transfers the administration and operation of the Abandoned Vehicle Trust Fund from the Department of Public Works to the Department of the California Highway Patrol.

Continuously appropriates all money in the Abandoned Vehicle Trust Fund to the Department of the California Highway Patrol for the administration and operation of the abandoned vehicle program and for expenditure in carrying out specified provisions of the Vehicle Code re the removal of abandoned vehicles, rather than continuously appropriating such money for expenditure by the Department of Public Works in carrying out such Vehicle Code provisions.

Makes conforming changes.

To take effect immediately, urgency statute.

Appropriation: yes.

The people of the State of California do enact as follows:

SECTION 1. Section 9250.7 of the Vehicle Code is amended to read:

9250.7. (a) In addition to the registration fees specified in Sections 9250 and 9253 and any weight fee, a service fee of one dollar (\$1) shall be paid at the time of registration, or renewal of registration, of every vehicle during the 1973 calendar year, except such vehicles that are expressly exempted under this code from the payment of registration fees.

(b) All fees received by the department pursuant to this section shall be deposited in the Abandoned Vehicle Trust Fund, which is hereby created. All money in the fund is continuously appropriated to the Department of the California Highway Patrol for the administration and operation of the abandoned vehicle program and for expenditure in carrying out the provisions of Section 22710.

(c) The Department of the California Highway Patrol, in cooperation with county sheriffs and city police departments, shall make a survey of the number of abandoned vehicles located upon the streets and highways of this state, or which can be seen therefrom, and which cannot be traced to an owner or other person responsible for their abandonment.

SEC. 2. Section 22702 of the Vehicle Code is amended to read:

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22702. (a) Any member of the California Highway Patrol or any regularly employed and salaried deputy sheriff or other employee of the county designated to perform this function by the board of supervisors in which a vehicle is located or any regularly employed and salaried police officer or other employee of the city designated to perform this function by the city council, in which a vehicle is located who has reasonable grounds to believe that the vehicle has been abandoned, may remove the vehicle from a highway or from public or private property.

(b) Any member of the California State Police who has reasonable grounds to believe that a vehicle has been abandoned upon property owned by the state, or rented or leased from others by the state, or property of a district agricultural association as to which the California State Police is providing policing services, may remove the vehicle from such property.

(c) Any regularly employed and salaried officer or other employee of the University of California Police Department who has reasonable grounds to believe that a vehicle has been abandoned on or about a campus or in or about other grounds or properties owned, operated, controlled or administered by the Regents of the University of California may remove the vehicle from such property.

(d) Any policeman appointed or employed by the board of directors of a regional park district who has reasonable grounds to believe that a vehicle has been abandoned upon property owned by the regional park district or rented or leased from others by the regional park district, may remove the vehicle from such property.

(e) Any regularly employed and salaried officer or other employee of a California state university or college police department who has reasonable grounds to believe that a vehicle has been abandoned on or about a campus or in or about other grounds or properties owned, operated, controlled or administered by the Trustees of the California State University and Colleges, may remove the vehicle from such property.

(f) Any person performing a franchise or contract awarded pursuant to subdivision (a) of Section 22710, may remove a vehicle from a highway or place to which it has been removed pursuant to subdivision (c) of Section 22654 or from public or private property, after a determination by a member of the California Highway Patrol or any regularly employed and salaried deputy or other employee of the sheriff's office of a county in which such vehicle is located or any regularly employed and salaried officer or other employee of a police department in a city in which such vehicle is located that such vehicle is abandoned.

(g) The public agency employing the officer shall make an appraisal of any such vehicle either prior to or within five days after removal.

(h) A county or city employee, other than an employee of a sheriff's department or a city police department, designated to

- 3 -

Ch. 49

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remove vehicles pursuant to this section may do so only after he has mailed or personally delivered a written report identifying the vehicle and its location to the office of the Department of the California Highway Patrol located nearest to the vehicle.

SEC. 3. Section 22710 of the Vehicle Code is amended to read:

22710. The Department of the California Highway Patrol may:

(a) Disburse any of the money in the Abandoned Vehicle Trust Fund established in subdivision (b) of Section 9250.7 to any city, county, or city and county, which establishes pursuant to Section 22660 procedures for the abatement and removal as public nuisances of any abandoned vehicles or parts thereof, to carry out such procedures. Insofar as practical, the Department of the California Highway Patrol shall prorate moneys in the fund to each county in proportion to the number of abandoned vehicles which have been surveyed throughout the state.

(b) In the alternative, provide for the removal of abandoned vehicles by franchise or contract, in which event the Department of the California Highway Patrol shall be reimbursed from the fund.

(c) Establish rules and regulations to carry out the provisions of subdivisions (a) and (b), subject to the condition that priority be given to the removal of abandoned vehicles from corridors of the state highway system, from public lands and parks, and from river and wildlife areas.

SEC. 4. This act is an urgency statute necessary for the immediate preservation of the public peace, health or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting such necessity are:

This act effects the administration of the Abandoned Vehicle Trust Fund. Vehicle fees for the administration of the abandoned vehicle program have already been collected, and it is necessary to transfer the administration of the program to the Department of the California Highway Patrol at the earliest possible time.

Local Abatement Procedure

22960. Notwithstanding any other provision of law, a city, county, or city and county may adopt an ordinance establishing procedures for the abatement and removal, as public nuisances, of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof from private property or public property, not including highways, and recovery, pursuant to Sections 25845 or 25773.5 of the Government Code, or assumption by the local agency, of costs of administration and removal thereof; provided, however, that any such ordinance shall contain provisions:

(a) Requiring notice to be given to the Department of Motor Vehicles within five days after the date of removal identifying the vehicle or part thereof and any evidence of registration available, including, but not limited to, registration certificates of title or license plates.

(b) That the ordinance shall not apply to (1) a vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property or (2) a vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard; provided, however, that this exception shall not authorize the maintenance of a public or private nuisance as defined under provisions of law other than this chapter.

(c) For administration of the ordinance by regularly salaried, full-time employees of the city, county, or city and county, except that the removal of vehicles or parts thereof from property may be by any other duly authorized person.

(d) Requiring not less than a 10-day notice of intention to abate and remove the vehicle or part thereof as a public nuisance. Such notice shall contain a statement of the hearing rights of the owner of the property on which the vehicle is located and the owner of the vehicle. The statement shall include notice to the property owner that he may appear in person at a hearing or may present a sworn written statement denying responsibility for the presence of the vehicle on the land, with his reasons for such denial, in lieu of appearing. The notice of intention to abate shall be mailed, by registered mail or certified mail to the owner of the land as shown on the last equalized assessment roll and to the last registered and legal owner of record unless the vehicle is in such condition that identification numbers are not available to determine ownership.

(e) Requiring a public hearing to be held before the governing body of the city, county, or city and county, or any other board, commissioner, or official of the city, county, or city and county as designated by the governing body, upon request for such a hearing by the owner of the vehicle or the owner of the land on which such vehicle was located. This request shall be made to the appropriate public body, agency, or officer within 10 days after the mailing of notice of intention to abate and remove the vehicle. If the owner of the land on which the vehicle is located submits a sworn written statement denying responsibility for the presence of the vehicle on his land within such time period, this statement shall be construed as a request for hearing which does not require the presence of the owner submitting such request. If such a request is not received within such period, the appropriate public body, agency, or officer shall have the authority to remove the vehicle.

(f) That after a vehicle has been removed, it shall not be reconstructed or made operable.

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(g) That the owner of the land on which the vehicle is located may appear in person at the hearing or present a sworn written statement denying responsibility for the presence of the vehicle on the land, with his reasons for such denial. If it is determined at the hearing that the vehicle was placed on the land without the consent of the landowner and that he has not subsequently acquiesced in its presence, then the local agency shall not assess costs of administration or removal of the vehicle against the property upon which the vehicle is located or otherwise attempt to collect such cost from such owner.

Vehicles or parts thereof may be disposed of by removal to a scrapyard, automobile dismantler's yard, or any suitable site operated by a local agency for processing as scrap, or other final disposition consistent with subdivision (f). A local agency may operate such a disposal site when its governing body determines that commercial channels of disposition are not available or are inadequate, and it may make final disposition of such vehicles or parts, or the local agency may transfer such vehicle or parts to another provided such disposal shall be only as scrap.

Any person authorized by the city, county, or city and county, to administer the provisions of an ordinance of the type authorized by this section may enter upon private property for the purposes specified in the ordinance to examine vehicle or parts thereof, obtain information as to the identity of vehicle and to remove or cause the removal of a vehicle or part thereof declared to be a nuisance pursuant to ordinances.

Licensed dismantlers or commercial enterprises acquiring vehicles removed pursuant to said ordinance shall be excused from the reporting requirements of Section 11520 of the Vehicle Code and any fees and penalties which would otherwise be due the Department of Motor Vehicles are hereby waived, provided that a copy of the resolution or order authorizing disposition of the vehicle is retained in the dismantlers' or commercial enterprises' business records.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age..." (Labor Code Section 1420.1)

11

1 AGREEMENT NO. 74-96

2 L E A S E

JUN 10 1974

LAURENCE E. HENIGAN, Clerk
By: *John E. Spican*
Deputy

3
4 THIS LEASE made and entered into this 10th day of June,
5 1974, by and between WILLIAM O. ROSE and FRANCES K. ROSE, herein-
6 after called LANDLORD, and the COUNTY OF YOLO, a political subdi-
7 vision, hereinafter called TENANT,

8 W I T N E S S E T H:

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9
10 1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT
11 hereby hires on the terms and conditions hereinafter set forth
12 those certain premises situated in the City of Woodland,
13 County of Yolo, known as 429 First Street, Woodland, California.

14 2. TERM.

15 A. The term of this lease shall be for a period of five (5)
16 years.

17 B. The term shall commence on the completion of LANDLORD's
18 work and TENANT's work and LANDLORD and TENANT agree to
19 complete that work on or before July 1, 1974.

20 3. RENT. TENANT shall pay LANDLORD rent in the sum of THREE
21 HUNDRED TWENTY-FIVE (\$325) DOLLARS on the first day of each
22 calendar month during the term of this lease.

23 4. USE. The premises shall be used and occupied only for the
24 purposes of operation of a juvenile group home by the County
25 Probation Officer and any other purpose reasonably related
26 thereto.

27 5. PREPARATION FOR OCCUPANCY.

28 A. LANDLORD shall perform the following work before the com-
29 mencement of the term of this lease:

- 30 1. Electrical work consisting of the installation of a
31 200 amp main service box, the installation of a
32 16 circuit breaker box, the correction of the basement

- 1 circuit serving the dryer and protection of the cir-
2 cuit between the main service box and the breaker box
3 to be installed, and addition of service mounted out-
4 lets in each bedroom and the living room.
- 5 2. Plumbing work consisting of repair of interior and
6 exterior water and sewer lines, addition of a pressure
7 relief valve on the hot side of the water heater, and
8 installation of a shutoff valve on the cold side of
9 the hot water heater. Micro Fiched
- 10 3. Roof repairs indicated by the County Building
11 Inspector.
- 12 4. Grouting the shower.
- 13 5. Replacing window and sash.
- 14 6. Supplying paint but not labor for painting interior
15 and exterior of the premises.
- 16 B. TENANT shall perform the following work before the com-
17 mencement of this lease, and LANDLORD agrees to permit
18 TENANT to occupy the premises for this purpose only; how-
19 ever, TENANT agrees to perform this work in such manner
20 as to interfere as little as possible with the performance
21 of LANDLORD's work on the premises: installation of fire
22 escape and appurtenances. In addition, TENANT agrees
23 after the commencement of the term of this lease to pro-
24 vide labor for the painting of the interior and exterior
25 of the premises and to repair the cellar door.
- 26 C. The opening by TENANT of its group home in the premises
27 shall constitute an acknowledgment by TENANT that the
28 premises are then in the condition called for by this
29 lease and that LANDLORD has performed all its work with
30 respect to the premises.
- 31 6. UTILITIES. TENANT shall pay all charges for utilities used
32 on the premises during the lease term.

1 7. REPAIRS AND ALTERATIONS.

2 A. The LANDLORD agrees to maintain and repair the interior
3 and exterior water and sewer lines, electrical service
4 and circuits, roof, heating, air conditioning, and hot
5 water heating. TENANT agrees to maintain the remainder
6 of the premises in the condition as it existed upon
7 occupancy, ordinary wear and tear excepted. Micro Fiched

8 B. TENANT will not commit, or suffer to be committed, any
9 waste upon the said premises, or any public or private
10 nuisance; and that the TENANT will not make, or suffer
11 to be made, any alterations of the said premises, or any
12 part thereof, without the written consent of the LANDLORD
13 first had and obtained, and that any additions to, or
14 alterations of, the said premises, except movable furniture
15 and trade fixtures, shall become at once a part of the
16 realty and belong to the LANDLORD.

17 8. EXCULPATORY CLAUSE. TENANT agrees to indemnify and save
18 LANDLORD harmless from and against any and all claims arising
19 from any act, omission, or negligence of TENANT, or its con-
20 tractors, licensees, agents, servants, or employees.

21 9. INSURANCE. During the term of this Lease, TENANT shall, at
22 its own expense, maintain in full force, a policy or policies
23 of public liability insurance insuring LANDLORD and TENANT
24 against liability for injury for persons and property, and
25 for death of persons arising from any accident, injury or
26 damage occurring in, on, or about the premises, or any portion
27 of them arising from any act, omission, or negligence of
28 TENANT or its contractors, licensees, agents, servants, or
29 employees. The liability under such insurance shall be not
30 less than \$100,000 for any one person injured, or killed,
31 not less than \$300,000 for any one accident, and not less
32 than \$50,000 for property damage.

- 1 10. ASSIGNMENT AND SUBLETTING. The TENANT shall not assign this
2 Lease, or any interest therein, and shall not lease or under-
3 let the said premises, or any part thereof, or any right or
4 privilege appurtenant thereto, without the written consent of
5 the LANDLORD first had and obtained, and that a consent to
6 one assignment or subletting shall not be construed as a
7 consent to any subsequent assignment or subletting. It is
8 hereby mutually covenanted and agreed that, unless such *Micro Filled*
9 written consent thereto has been so had and obtained, any
10 assignment or transfer, or attempted assignment or transfer,
11 of this Lease or of any interest therein, or underletting,
12 either by voluntary or involuntary act of the TENANT or by
13 operation of law or otherwise, shall, at the option of the
14 LANDLORD, terminate this Lease; and any such purported assign-
15 ment (by death excepted), transfer, or underletting, without
16 such consent, shall be null and void.
- 17 11. NOTICES. All notices to be given to TENANT by LANDLORD shall
18 be given in writing filed with the Clerk of the Board of Super-
19 visors of the County of Yolo or by depositing the same in the
20 United States Mail, postage prepaid, and addressed to the
21 Chairman of the Board of Supervisors, Courthouse, Woodland,
22 California. Notices to LANDLORD shall be given in writing
23 personally or by depositing the same in the United States
24 Mail, postage prepaid, and addressed to LANDLORD at P. O. Box
25 No. 725, Woodland, California 95695.
- 26 12. CONDITIONAL LIMITATIONS. Each term and each provision of this
27 Lease performable by TENANT shall be construed to be both a
28 covenant and a condition.
- 29 13. WAIVER. One or more waivers by LANDLORD of any covenant or
30 condition shall not be construed as a waiver of a subsequent
31 breach of the same or any other covenant or condition. LAND-
32 LORD's consent to or approval of any act by TENANT requiring

1 LANDLORD's consent or approval shall not be deemed to waive
2 or render unnecessary LANDLORD's consent to or approval of
3 any subsequent similar act by TENANT.

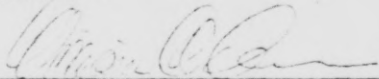
4 14. CONSTRUCTION. The marginal headings or title to the paragraphs
5 of this Lease are not a part of this Lease and shall have no
6 effect upon the construction or interpretation of any part of
7 this Lease.

Micro Fiched

8 15. BINDING ON SUCCESSORS. The terms and provisions of this Lease
9 shall be binding upon and inure to the benefit of the heirs,
10 executors, administrators, successors, and assigns of LANDLORD
11 and TENANT.

12 IN WITNESS WHEREOF, the parties hereto have executed
13 this Lease on the day and year first above written.

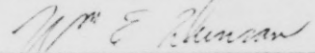
14 LANDLORD -

15 
16
17 WILLIAM O. ROSE

18 
19
20 FRANCES K. ROSE

21
22
23 TENANT -

24 COUNTY OF YOLO, a political subdivision

25 BY 
26 CHAIRMAN OF THE BOARD OF SUPERVISORS

FILED

JUN 17 1974

LAURENCE P. HENGLIN, Clerk

YOLO COUNTY AGREEMENT NO. 74-97

JUN 3 1974

By Richard C. Chappel
Esq.

COUNTY OF YOLO, CALIFORNIA

TEICHERT CONSTRUCTION, INC.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day
of June, 19 74, by and between

TEICHERT CONSTRUCTION, P.O. BOX 150, WOODLAND, CALIFORNIA 95695

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County":

Micro Fiches

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and per-
formed by the said County, and under the conditions expressed
in the two bonds, bearing even date with this contract, and
hereto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the
work and furnish all the materials, except such as are men-
tioned in the specifications and plans to be furnished by
said County necessary to construct and complete in a good
workmanlike and substantial manner and to the satisfaction
of the Department of Public Works, of the County of Yolo,

the improvements to the intersection of County Roads 98

and 24, County Road 89 at S.P.R.R. Xing. No. AE-103.4,

and County Road 97 at S.P.R.R. Xing. AE-90.5, all in

Yolo County, California.

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled
County of Yolo, Department of Public Works,

Construction Plans, Three Locations - Northern Yolo County

(Plan Index No. (98.91 - 98.100)

(W.O. #4223, 4224, 4225)

Approved April 16, 1974 (date, by the Director of Public
Works, which said set of plans is hereby made a part of this
contract.

Micro Fiches

ARTICLE II - And the said Contractor agrees to receive and
accept the prices as set forth in the accepted proposal as
full compensation for furnishing all materials and for doing
all the work contemplated and embraced in this agreement; also
for all loss or damage arising out of the nature of the work
aforesaid, or from the action of the elements, or from any
unforeseen difficulties or obstructions which may arise or be
encountered in the prosecution of the work until its acceptance
by the County of Yolo, and for all risks of every description
connected with the work; also for all expenses incurred by or
in consequence of the suspension or discontinuance of work
and for well and faithfully completing the work, and the whole
thereof, in the manner and according to the plans and speci-
fications, and the requirements of the Engineer under them.

ARTICLE III - The said County hereby fixes the time for
commencement of said work to be within ten (10) working days
after the date of this Contract and for its completion to be
within Eighty (80) working days next after the
the date of this Contract; and further promises and agrees
with the said Contractor to employ, and does hereby employ,
the said Contractor to provide the materials and to do the work
according to the terms and conditions herein contained and referred
to, for the prices aforesaid, and hereby contracts to pay the
same at the time, in the manner and upon the conditions above
set forth; and the County and the Contractor for themselves,
their heirs, executors, administrators, successors and assigns,
do hereby agree to the full performance of the covenants herein
contained.

ARTICLE IV - It is mutually agreed by and between the County
and the Contractor that the time of service of any laborer,
workman or mechanic employed upon any part of the foregoing
work shall be limited and restricted to eight (8) hours
during any one calendar day, and neither said party nor any

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

CHARLES R. MACK

(County Counsel)

COUNTY OF YOLO

W. E. McMan

Chairman of the Board of Supervisors

ATTEST: Deputy

Laurence P. Henigan, Clerk

TEICHERT CONSTRUCTION

By Baldwin Rodgers

(Deputy)

Glenn V. Feters

District Manager

CONSTRUCTION AND OPERATION AGREEMENT
Small Craft Launching Facility Grant

THIS AGREEMENT is made and entered into this 24th day of September, 1973, by and between the State Department of Navigation and Ocean Development and the County of Yolo.

THE FOLLOWING TERMS are defined and hereinafter referred to as follows:

DEPARTMENT - The State of California acting by and through the Department of Navigation and Ocean Development.

APPLICANT - County of Yolo.

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EXHIBIT A - That report prepared by DEPARTMENT, and incorporated herein, dated September 1973, entitled "Broderick Launching Facility Feasibility Report", which sets forth therein the scope, components, estimated costs, and benefits of a small craft launching facility as hereinafter identified.

PROJECT - That particular small craft launching facility described in EXHIBIT A.

PROJECT AREA - That certain area particularly set forth in EXHIBIT A, and within which PROJECT will be constructed.

TERM OF OPERATION - That period of time covering the construction and operation of PROJECT, said period to commence on the effective date of this agreement, and to continue in effect for TWENTY (20) years from the date of acceptance of PROJECT by APPLICANT as provided herein.

W I T N E S S E T H:

WHEREAS, APPLICANT pursuant to Section 72.5 of the Harbors and

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AUG - 1 1974

AUG - 1 1974

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

Barbara A. Rodgers

1 Navigation Code applied to DEPARTMENT for a grant in the amount of
2 TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) for the purpose of
3 designing, constructing, and developing a small craft launching facil-
4 ity at Broderick Beach in the County of Yolo; and

5 WHEREAS, DEPARTMENT in EXHIBIT A, finds PROJECT to be engineer-
6 ingly feasible within the estimated costs, and justified on the basis
7 of the expected usage thereof, and therefore desires to make said
8 grant; and

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9 WHEREAS, the Navigation and Ocean Development Commission, by its
10 Resolution No. 73-9-19 dated September 21, 1973, consented to said
11 grant; and

12 WHEREAS, the California State Legislature in its 1973 Regular
13 Session, by enactment of Item 224(1), Chapter 129/73, appropriated the
14 sum of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) payable from the
15 Harbors and Watercraft Revolving Fund for a grant to APPLICANT to
16 design, construct, and develop PROJECT.

17 NOW, THEREFORE, in consideration of the mutual promises and cove-
18 nants hereinafter contained, the parties hereby agree as follows:

19 Funding Provisions

20 1. DEPARTMENT shall pay to APPLICANT a sum not to exceed TWO
21 HUNDRED FORTY TYOUSAND DOLLARS (\$240,000) for the purpose of designing
22 and constructing, or causing to be designed and/or constructed,
23 PROJECT under the conditions and provisions herein contained.

24 2. Grant funds will be paid to APPLICANT as PROJECT design and
25 construction costs become immediately payable by APPLICANT and have
26 been approved by DEPARTMENT. Invoices and substantiating material
27 shall be forwarded by APPLICANT to DEPARTMENT in support of each

1 payment request, and such requests shall not be submitted in less than
2 THIRTY (30) day intervals.

3 3. APPLICANT shall deposit grant funds received from DEPARTMENT
4 in a special account designated "Broderick Launching Facility Develop-
5 ment Fund", and said fund shall reflect all receipts and expenditures
6 made as follows:

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7 (a) Those made in furtherance of the development of PROJECT.

8 (b) Those made for the maintenance and/or improvements
9 accomplished with the funds referred to in paragraph 24 hereof.

10 4. DEPARTMENT may withhold any payment as herein provided for
11 failure by APPLICANT to comply with any of the conditions and pro-
12 visions of this agreement.

13 5. APPLICANT agrees to assume and pay any and all excess costs
14 of designing, constructing, and/or developing PROJECT. Excess costs
15 are defined as follows:

16 (a) Those costs incurred by APPLICANT prior to the effective
17 date of this agreement.

18 (b) Those costs incurred by APPLICANT but not approved by
19 DEPARTMENT.

20 (c) Those costs incurred by APPLICANT in excess of the total
21 amount of the grant referred to in paragraph 1 hereof.

22 6. All payments to be made by APPLICANT for the construction of
23 PROJECT from any source of funds whatsoever shall be subject to prior
24 written approval of DEPARTMENT. Any funds paid without prior written
25 approval of DEPARTMENT shall be deemed to have been paid from
26 APPLICANT's own funds and shall not be reimbursed from the grant made
27 hereunder.

1 7. Notwithstanding the provisions of paragraph 1 hereof,
2 DEPARTMENT may retain TEN (10) percent of costs incurred by APPLICANT
3 in construction of PROJECT until DEPARTMENT has approved the acceptance
4 of PROJECT as provided in paragraph 15 hereof.

5 8. All payment requests for grant funds provided herein shall be
6 received by DEPARTMENT from APPLICANT no later than SIXTY (60) days of
7 date of acceptance of PROJECT by APPLICANT as provided in paragraph 15
8 hereof, or prior to May 15, 1976, whichever date first occurs.

9 9. APPLICANT agrees that in the event any funds paid by DEPART-
10 MENT to APPLICANT have not been expended prior to June 30, 1976,
11 APPLICANT shall return such funds to DEPARTMENT within THIRTY (30)
12 days thereof for credit to the Harbors and Watercraft Revolving Fund.

13 Land Control Provisions

14 10. DEPARTMENT shall make no payments to APPLICANT under the terms
15 of this agreement prior to receipt of evidence, satisfactory to
16 DEPARTMENT, of APPLICANT's interests in and/or control of the real
17 property which is a part of the PROJECT. At the option of DEPARTMENT
18 such evidence shall include a policy of title insurance or other evi-
19 dence satisfactory to DEPARTMENT indicating that APPLICANT has such
20 possessory interest in PROJECT AREA as necessary for the construction
21 and operation of PROJECT during TERM OF OPERATION. The property rights
22 shall include, but not be limited to, the following:

23 (a) Land access to PROJECT AREA by a maintained public way
24 open to the public.

25 (b) Waterway right to passage, open to the public, between
26 PROJECT AREA and open navigable waters.

27 (c) Such easements or other rights outside PROJECT AREA as

1 necessary to provide utilities and services necessary for the construc-
2 tion and operation of PROJECT.

11. APPLICANT warrants that there is no encumbrance, lien, easement, license, title, cloud, or outstanding interest of any type which may in any way interfere with the construction, operation and/or maintenance of PROJECT contemplated herein. The fact that the DEPARTMENT has required, examined and/or passed on any document of title as described in paragraph 10 above shall in no manner diminish the effect of the preceding warranty, nor create any liability on the part of DEPARTMENT, it being understood and agreed that the facts relating to control of the PROJECT AREA and related real estate interest are more readily available to APPLICANT than to DEPARTMENT.

Construction Provisions

12. APPLICANT agrees to design and construct, or cause to be designed and/or constructed, PROJECT in a continuous and expeditious manner with said design and construction to be completed at the earliest reasonable date during TERM OF OPERATION, but in no case shall such design and construction be completed later than May 1, 1976.

19 13. APPLICANT shall provide and maintain within PROJECT AREA
20 throughout TERM OF OPERATION a sign of durable construction recognizing
21 DEPARTMENT's participation in the development of PROJECT. Said sign
22 and the exact location thereof shall be subject to approval by
23 DEPARTMENT, and the cost thereof may be included as a construction cost

14. Where required, plans and specifications for construction of PROJECT shall be prepared by persons licensed by the State of California to undertake the type of planning required by the project, and the planner's certificate number shall appear on the planning documents.

1 15. In connection with the development of PROJECT, APPLICANT
2 shall obtain from DEPARTMENT advance written approval for the
3 following:

- 4 (a) All bid documents prior to advertisement.
- 5 (b) Any and all contracts prior to award.
- 6 (c) Any and all changes to plans and specifications.
- 7 (d) Any and all construction change orders.
- 8 (e) Acceptance of PROJECT by APPLICANT.

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9 16. APPLICANT agrees that all contracts between it and the con-
10 tractor or contractors for construction of PROJECT shall:

11 (a) Be awarded in accordance with all applicable laws and
12 regulations.

13 (b) Contain the following clause:

14 "Duly appointed representatives of the Department of
15 Navigation and Ocean Development shall be allowed access
16 to all parts of the construction work and shall be fur-
17 nished with such information and assistance by the con-
18 tractor as is required for complete and detailed
19 surveillance."

20 (c) Contain a clause to the effect that there shall be no
21 discrimination against any employee who is employed in the work
22 covered by such contracts or against any applicant for such employment
23 because of sex, race, religion, color, or national origin, and that
24 such provisions shall include, but not be limited to, the following:
25 employment, upgrading, promotion or transfer, recruitment, or recruit-
26 ment advertising, layoff or termination, rates of pay or other forms of
27 compensation, and selection for training including apprenticeship.

(d) Contain a clause to the effect that the contractor
shall comply with all air pollution and environmental control rules,

1 regulations, ordinances and statutes which apply to the PROJECT and
2 any work performed pursuant to the contract.

3 17. Prior to the commencement of the construction of PROJECT,
4 APPLICANT shall cause the contractor and a corporate surety acceptable
5 to DEPARTMENT to execute in favor of APPLICANT and DEPARTMENT as their
6 interests may appear, bonds in the minimum amounts as follows:

7 (a) Faithful performance - ONE HUNDRED (100) percent of the
8 total amount of said contract. Micro Fiched

9 (b) Labor and materials - FIFTY (50) percent of the total
10 amount of said contract.

11 Copies of said bonds shall be furnished to DEPARTMENT.

12 18. Construction of PROJECT and APPLICANT's personnel shall be
13 under the supervision of qualified inspectors.

14 19. Inspection reports and related inspection data shall at all
15 reasonable times be accessible to DEPARTMENT personnel, and copies of
16 such reports and data shall be provided to DEPARTMENT by APPLICANT.

17 Operation Provisions

18 20. APPLICANT shall operate PROJECT and all other improvements
19 placed in PROJECT AREA as a public recreation small craft launching
20 facility during TERM OF OPERATION, and shall not during TERM OF
21 OPERATION, sell, transfer, exchange, mortgage, or hypothecate in any
22 manner all or any portion of the real property within PROJECT AREA or
23 required in connection therewith without advance written approval of
24 DEPARTMENT.

25 21. APPLICANT shall maintain and keep in good order and repair
26 any and all buildings, structures, or other improvements which are now
27 located in PROJECT AREA and which may hereafter be constructed thereon,

1 and DEPARTMENT shall not be liable for any costs of such maintenance,
2 management, control or operation.

3 22. During TERM OF OPERATION, PROJECT AREA and PROJECT facilities
4 shall at all times be open and accessible for the use and enjoyment of
5 all on equal and reasonable terms.

6 23. All facilities developed under the terms of this agreement
7 shall be constructed, maintained, and operated with due regard to
8 public safety, and in accordance with all applicable laws, ordinances,
9 and regulations.

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10 24. No charges or fees directly or indirectly shall be imposed
11 or collected by APPLICANT, lessee, or concessionaire for the use of
12 those facilities herein defined as PROJECT. Charges made for other
13 facilities within PROJECT AREA by APPLICANT, lessees, or concessionaires
14 shall be subject to approval by DEPARTMENT. Such funds as collected
15 thereby shall be placed in the special account designated in paragraph
16 3 hereof and shall be used solely for the maintenance and improvement
17 of the facilities located within PROJECT AREA.

18 25. During TERM OF OPERATION, all books, records, and accounts
19 kept by APPLICANT relative to the construction and operation of PROJECT
20 contemplated herein shall at all reasonable times be open for audit
21 and inspection by any duly authorized officer of DEPARTMENT.

22 26. APPLICANT agrees that if PROJECT should be discontinued as
23 a small craft launching facility, or if APPLICANT fails to construct,
24 maintain or operation PROJECT in accordance with the terms of this
25 agreement, or if any of the warranties cited herein are breached, then,
26 in any of these events, during TERM OF OPERATION, APPLICANT shall, at
27 the option of DEPARTMENT, repay to DEPARTMENT within NINETY (90) days

1 from the date of written notice thereof DEPARTMENT's share of the cost
2 of designing and constructing PROJECT on a prorated unexpired term
3 basis, said proration to be determined by DEPARTMENT.

4 27. APPLICANT shall maintain in full force and effect during
5 TERM OF OPERATION the following insurance in the minimum amounts
6 specified:

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7 Bodily Injury or Death.....\$300,000 each person
8 Property and Product Damage..\$100,000 each occurrence
9 Fire Insurance.....\$500,000 aggregate
10 90% of the full insurable value
of all insurable components of
PROJECT.

11 DEPARTMENT shall not be liable for the payment of any premiums or
12 assessments on such insurance policy or policies, a copy or copies of
13 which are to be supplied to DEPARTMENT. Such policy or policies shall
14 contain the following endorsement:

15 The State of California, its officers, employees and agents
16 are hereby declared to be additional insureds under the terms
17 of this policy, both as to activities of APPLICANT and as to
18 the activities of DEPARTMENT in respect to PROJECT, and this
policy shall not be canceled without THIRTY (30) days prior
written notice to DEPARTMENT.

19 28. APPLICANT agrees that such concession agreements as may be
20 entered into, and such rules and regulations as may be promulgated by
21 it for the use and enjoyment of PROJECT AREA and all facilities therein,
22 shall conform to and be consistent with the rules, regulations, and
23 policies promulgated by DEPARTMENT and generally applicable to the
24 DEPARTMENT small craft launching facilities grant program.

25 29. APPLICANT agrees that DEPARTMENT shall not be obligated to
26 make or cause to be made any alterations, improvements or repairs to
27 any facilities within PROJECT AREA during TERM OF OPERATION in addition

1 to the original construction of PROJECT as provided for herein.

2 30. APPLICANT may at its own expense place or cause to be placed
3 within PROJECT AREA any structure or structures, alterations, and
4 improvements in addition to those set forth and described herein as
5 PROJECT, provided that such facilities:

6 (a) Be constructed, maintained and operated for the use,
7 enjoyment, and protection of the public; Micro Fiched

8 (b) Be for the enhancement of public recreation boating;

9 (c) Do not directly or indirectly reduce the service capa-
10 cities for the boating public called for in EXHIBIT A including the
11 sanitary and parking facilities.

12 General Provisions

13 31. APPLICANT hereby waives all claims and recourse against the
14 DEPARTMENT including the right to contribution for loss or damage to
15 persons or property arising from, growing out of or in any way con-
16 nected with or incident to this agreement except claims arising from
17 the concurrent or sole negligence of DEPARTMENT, its officers, agents
18 and employees.

19 32. APPLICANT shall indemnify, hold harmless, and defend DEPART-
20 MENT, its officers, agents and employees against any and all claims,
21 demands, damages, costs, expenses or liability costs arising out of
22 the acquisition, development, construction, operation or maintenance of
23 the property described herein except for liability arising out of the
24 concurrent or sole negligence of DEPARTMENT, its officers, agents or
25 employees; which claims, demands or causes of action arising under
26 Government Code Section 895.2 or otherwise.

27 33. In the event DEPARTMENT is named as co-defendant under the

1 provisions of the Government Code Sections 895 et seq., the APPLICANT
2 shall notify DEPARTMENT of such fact and shall represent DEPARTMENT
3 in such legal action unless DEPARTMENT undertakes to represent itself
4 as co-defendant in such legal action in which event DEPARTMENT shall
5 bear its own litigation costs, expenses and attorney's fees.

6 34. In the event judgment is entered against DEPARTMENT and
7 APPLICANT because of the concurrent negligence of DEPARTMENT and **Micro Elched**
8 APPLICANT, their officers, agents or employees, an apportionment of
9 liability to pay such judgment shall be made by a court of competent
10 jurisdiction. Neither party shall request a jury apportionment.

11 35. APPLICANT hereby certifies that the obligation created by
12 this agreement will not create an indebtedness or liability contrary
13 to the provisions of Section 18 of Article XI of the Constitution of
14 the State of California.

15 36. In the event either party desires or is required to send
16 notice to the other, such notice shall be deemed to have been given
17 when mailed to the address set out below, first class postage fully
18 prepaid thereon:

19 To DEPARTMENT: Department of Navigation and Ocean Development
20 1416 Ninth Street, Room 1336
Sacramento, California 95814

21 To APPLICANT: County of Yolo
22 292 West Beamer
SEE INCORP A Woodland, California 95695

1 Insert A

2 37. Anything in this agreement to the contrary notwithstanding,
3 APPLICANT agrees to comply with the provisions of the Project
4 Agreement, Project No. **CC-00346**, between DEPARTMENT and State
5 Department of Parks and Recreation to the same extent as if APPLICANT
6 had been named as participant in said Project Agreement.

COUNTY OF YOLO, STATE OF CALIFORNIA

1 APPROVED:

2 DEPARTMENT OF GENERAL SERVICES

3

4 By _____

5

Micro Fiched

6 I hereby certify that all conditions for exemption set forth in State

7 Administrative Manual Section 1201.13 have been complied with and this

8 document is exempt from review by the Department of Finance.

9

10

11

12

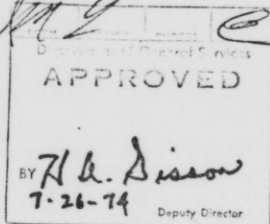
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16

17



[Signature]
Deputy Director

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

CONTRACT # 4-21-7 with COUNTY OF YOLO

APPROPRIATION DATA CH. 129/73, IT. 224(1) F.Y. 1973-74

FUND HARBORS AND WATERCRAFT REVOLVING FUND

Line Item Allotment GRANT

Amount of this estimate	\$ <u>240,000.00</u>
Unencumbered Balance after posting this estimate	\$ _____

I certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

JULY 10, 1974

Date

[Signature]
Accounting Officer

DEPARTMENT OF NAVIGATION AND OCEAN DEVELOPMENT

1416 NINTH STREET

SACRAMENTO, CALIFORNIA 95814



September, 1973

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Members

Navigation and Ocean Development Commission

Gentlemen:

Attached is a feasibility study of the proposed construction of a launching facility at Broderick Beach, County of Yolo. The project is located within the town of Broderick on the west bank of the Sacramento River.

The grant required to complete the proposed construction is \$240,000. This grant is from the Harbors and Watercraft Revolving Fund and is included in the State Budget for Fiscal Year 1973-74. Yolo County will operate and maintain the project.

The Department of Navigation and Ocean Development finds the project to be engineeringly and financially feasible and economically justified by a benefit/cost ratio of 2.8 to 1.0. The County of Yolo has filed an Environmental Impact Report for this project.

In accordance with the above findings, the Department recommends that the Navigation and Ocean Development Commission consent to a grant of \$240,000 to the County of Yolo for the construction of the Broderick Launching Facility.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'J. E. Bennett', written over the typed name and title.

J. E. BENNETT
Director

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GENERAL DESCRIPTION

Broderick Beach, where the proposed project is to be built, is located within the town of Broderick on the west bank of the Sacramento River. The project property is owned by the County of Yolo. At present, there is a concreted area that is only occasionally used as a launching ramp. However, it is very steep and is unsafe. Adjacent to the project area the Corps of Engineers has a large area which the County will develop into a day-use park.

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The Broderick-Bryte area is in need of a park/launching ramp complex. This area is below the State median income. Of the families in this area, 15.4 percent are below the poverty line while the State average is 8.4 percent. The unemployment rate for this area starts at about 10 percent, which is higher than the State average.

There will be no charge by the County for use of the facilities to be constructed by the grant. At present, there are few ramps in Yolo County to serve its 3,400 boats. Adjacent to Yolo County is Sacramento County with 26,851 boats; therefore it is anticipated that this ramp will be heavily used.

ENGINEERING CONSIDERATIONS

The proposed project area is located on the Sacramento River side of the levee and is within the designated flood plain of the Sacramento River. The project area is level with a slight slope toward the river. The area will require minimal clearing and grading to develop the proposed facility.

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This area is subject to occasional flooding, and therefore the sanitary facilities will be located at a high enough level to reduce possible flood damage.

The proposed launching facility will include a two-lane concrete launching ramp, boarding floats, night security lighting, sanitary facilities, utilities and landscaping. Attached is Plate II which shows the details of the proposed project.

Access ,

Access to the project will be via Third Street within the town of Broderick and is adequate to handle the anticipated traffic volume.

Operation and Maintenance

The cost of operation and maintenance is estimated to be \$2,500 per year and will be provided by the County of Yolo.

BRODERICK BEACH LAUNCHING FACILITY

Cost Estimate

Clearing and grubbing	\$ 5,000	
Earthwork	5,000	
Launching ramp	35,000	
Boarding floats	15,000	
Restroom	30,000	
Parking area paving	59,000	Micro Fished
Curbs	10,000	
Striping	10,000	
Security lighting	10,000	
Utilities	15,000	
Landscaping	6,000	
Irrigation	<u>10,000</u>	
	\$210,000	
Contingencies & Engineering	<u>30,000</u>	
TOTAL ESTIMATED COST	\$240,000	

ECONOMIC JUSTIFICATION

A project is economically justified if the estimated benefits attributable to the proposed improvements over the life of the project exceed the total cost. The traditional test of whether or not a resources development project is economically justified has been the benefit-cost analysis. The project must generate benefits in excess of costs.

Benefits represent the aggregate value of the recreation experience ^{Micro Fished} accruing to beneficiaries as a result of the construction and improvement of a particular project. To measure the benefits attributable to the proposed Broderick launching ramp project, the number of recreation days creditable to the project and the value of the recreation experience to users were determined. These calculations are presented in the following paragraphs.

Recreation Season

Precipitation in the Broderick-Sacramento area is concentrated over a five-month period (October through February) with almost no rain falling from March through September. The average annual rainfall in this area is 18 inches.

According to the California Small Craft Harbors and Facilities Plan, the length of the recreational season in the Sacramento Valley is considered to be 250 days.

Recreation Demand Forecast

The proposed launching facility will provide a needed outlet to reduce overcrowding at other facilities in the Broderick-Sacramento area. The shortage of public launching ramps in this area is critical. On a per capita basis, the Sacramento area has the most boats in the State and yet the least number of launching facilities.

On the basis of past experience in this area, it is estimated that 10,000 launchings per year from this ramp will occur three years after construction.

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Unit Recreation Values

The value of recreation to boaters using the Broderick launching facility has been estimated to equal \$1.95 per day. The determination of the value of the recreation day was based on guidelines developed by the Federal Government and departments within the California Resources Agency. Under the guidelines, two major factors are considered:

(1) variety of recreation; and (2) aesthetic qualities of the site.

Under category (1), the quality of the following activities are evaluated: bathing, picnicking, camping, fishing, boating (motor boating and non-motor boating), enjoyment and/or harvesting of wildlife, hiking, riding, bicycling, water skiing, and nature study. Under Category (2) the attributes of the site regarding the following items are evaluated: drawdown, geologic, water quality, vegetative cover, climate, and others (absence of odor, etc.).

Each Item included under the two categories is rated for quality. The quality breakdown includes good, average, and poor, for which evaluation points are assigned. The quality rating and the attendant point count used to establish recreation values at the Broderick launching facility are shown on the following table.

DETERMINATION OF VISITOR DAY VALUE

<u>Variety -- Category (1)</u>	<u>Quality</u>	<u>Points</u>
Swimming	Poor	7
Picknicking	Good	17
Camping	None	0
Fishing	Good	13
Boating	Good	9
Enjoyment and/or harvesting wildlife	Average	6
Hiking, riding, bicycling	None	0
Water Skiing	Good	4
Scientific-Historic Appreciation	None	0
<u>Aesthetics -- Category (2)</u>		
Drawdown	Good	50
Geologic	Average	7
Water Quality	Average	7
Vegetative Cover	Good	10
Climate	Good	10
Other (absence of odor, etc.)	Average	5
Base Value		<u>50</u>
Value of Recreation-Day		\$1.95

Total Benefits Attributable to Project

The present worth of benefits attributable to the proposed construction is estimated to equal \$775,200. This value is arrived at by aggregating the annual benefits to boaters attributable to the project and applying the present worth factor to each year's aggregate figures. The determination of total benefits accruing to the project is presented in Table 1.

Total Costs

In addition to the initial capital cost of \$240,000, the Broderick launching site will require annual operating funds. Yolo County will operate and maintain the facility at an estimated cost of \$2,500 per year.

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The total present worth of capital and operating costs is estimated to equal \$272,600. Details of the determination of the present worth of costs of the project are presented in Table 2.

Benefit-Cost Ratio

When total present worth of benefits of \$775,200 is divided by total present worth of costs of providing the launching and related facilities at Broderick of \$272,600, a favorable benefit-cost ratio of 2.8 to 1.0 is indicated. The construction of the Broderick facilities is economically justified.

Table 1
Determination of Benefits
Attributable to Broderick Launching Facility

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Fiscal Year	Total Launchings	Total User Days ^{1/}	Total Benefits ^{2/}	Present Worth	
				Factor @ 4 1/2 %	Benefits
1973-74	5,000	15,000	\$29,250	1.00	\$ 29,300
74-75	7,500	22,500	43,875	.96	42,100
75-76	10,000	30,000	58,500	.92	53,800
76-77				.88	51,500
77-78				.84	49,100
78-79				.80	46,800
79-80				.77	45,000
1980-81				.73	42,700
81-82				.70	41,000
82-83				.67	39,200
83-84				.64	37,400
84-85				.62	36,300
85-86				.59	34,500
86-87				.56	32,800
87-88				.54	31,600
88-89				.52	30,400
89-90				.49	28,700
1990-91				.47	27,500
91-92				.45	26,300
92-93				.43	25,200
93-94	10,000	30,000	\$58,500	.41	24,000

Total Present Worth of Benefits \$775,200

^{1/} Assuming average size party of three persons.

^{2/} Based on unit recreation value of \$1.95 per user day.

Table 2
Determination of Costs
Attributable to Broderick Launching Facility

Micro Fiched

Fiscal Year	Initial Cost	Operation & Maintenance	Present Worth	
			Factor @ 4½%	Cost
1973-74	\$240,000	\$2,500	1.00	\$240,000
74-75			.96	2,400
75-76			.92	2,300
76-77			.88	2,200
77-78			.84	2,100
78-79			.80	2,000
79-80			.77	1,900
1980-81			.73	1,800
81-82			.70	1,800
82-83			.67	1,700
83-84			.64	1,600
84-85			.62	1,600
85-86			.59	1,500
86-87			.56	1,400
87-88			.54	1,400
88-89			.52	1,300
89-90			.49	1,200
1990-91			.47	1,200
91-92			.45	1,100
92-93			.43	1,100
93-94		\$2,500	.41	1,000

Total Present Worth of Costs

\$272,600

FINANCIAL CONSIDERATIONS AND RECOMMENDATION

After construction, the County of Yolo will operate and maintain the launching facilities at Broderick at no cost to the State. The annual cost to the County is estimated at \$2,500. Yolo County has a total Parks and Recreation budget of \$50,000 per year and it is assumed that Yolo County can meet this obligation with no difficulty.

Based on the foregoing demonstrations of engineering feasibility, **Micro Fished** economic justification, and financial feasibility, the Department of Navigation and Ocean Development recommends that the Navigation and Ocean Development Commission consent to a launching facility grant of \$240,000 to the County of Yolo for the construction of the Broderick launching ramp.

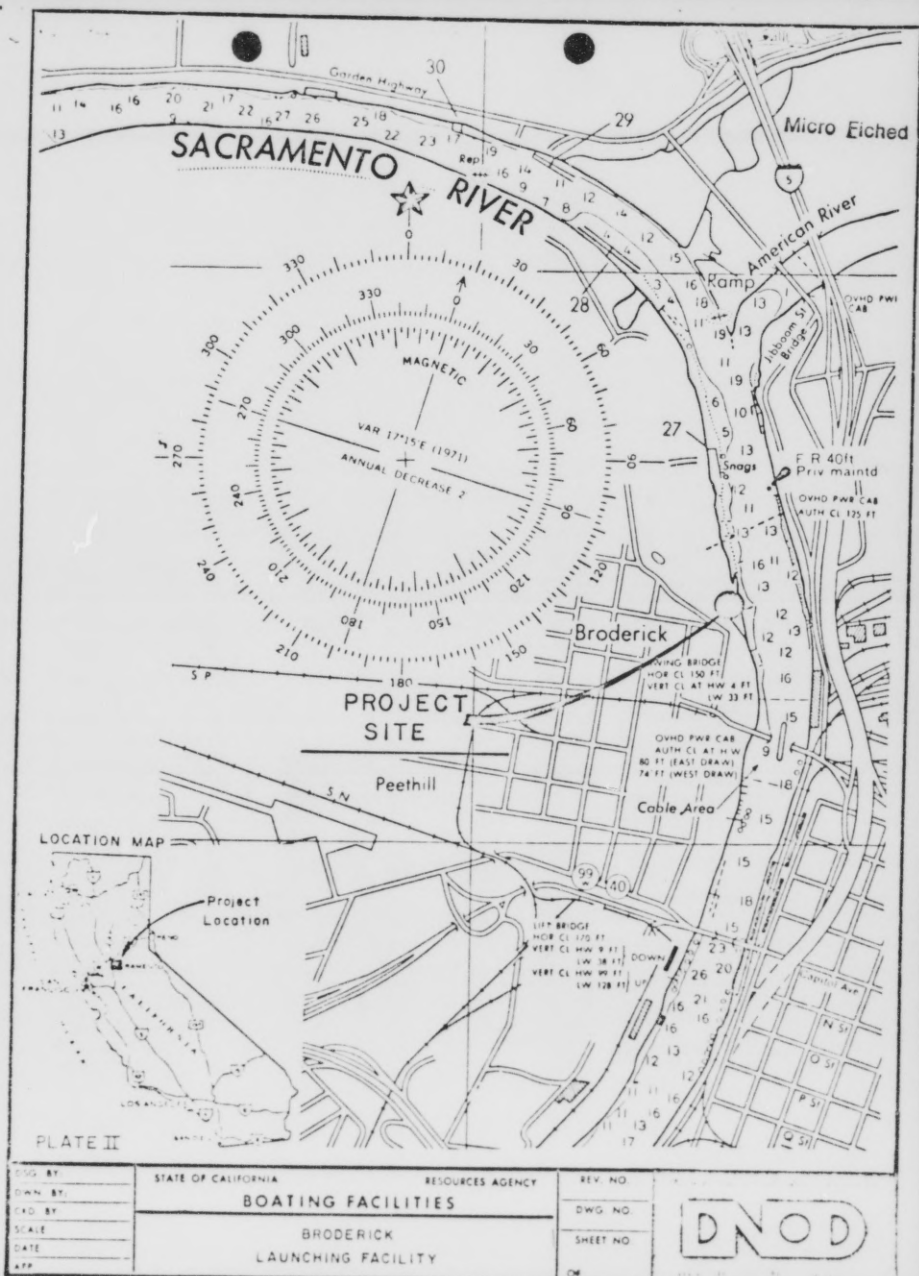
BRODERICK BOAT LAUNCHING FACILITY

PROJECT AREA DESCRIPTION

A portion of land recorded in Book 1 of Deeds, page 264, town of Washington plat, Yolo County, State of California, and more particularly described as follows:

Beginning at the intersection of the northerly R/W line of A Street and the ordinary high-water line of the Sacramento River; thence along a line normal to the ordinary high-water line to the point of intersection with the northerly extension of the easterly R/W line of Second Street; thence southerly along the northerly extension of the easterly R/W line of Second Street to the point of intersection with the southerly R/W line of A Street; thence westerly along the southerly R/W line of A Street to the point of intersection with the easterly R/W line of Third Street; thence southerly 200.09 feet along the easterly R/W line of Third Street; thence N 80° 01' 00" W 309.95'; thence N 34° 38' 41" W 112.47'; thence N 80° 01' 00" W to the point of intersection with the centerline of Fourth Street; thence northerly along the centerline of Fourth Street to the point of intersection with the southerly R/W line of A Street; thence westerly 150 feet± along the southerly R/W line of A Street; thence N 09° 58' 41" E to the point of intersection with the northerly R/W line of A Street; thence easterly along the northerly R/W line of A Street to the point of beginning.

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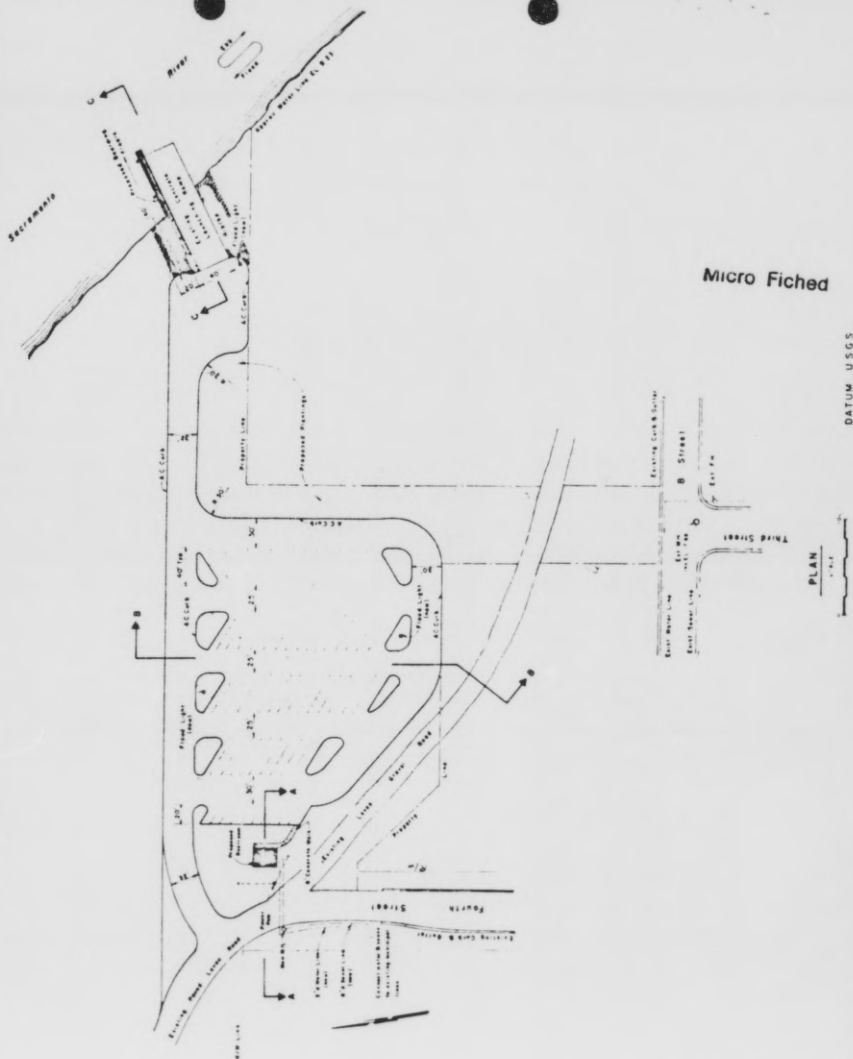


PLATE III

DES. BY:	STATE OF CALIFORNIA	RESOURCES AGENCY	REV. NO.
DWN. BY:	BOATING FACILITIES		DWG. NO.
CHK. BY:	BRODERICK		SHEET NO.
SCALE	LAUNCHING FACILITY		OF
DATE			
APP.			

DND

BK

FILED
JUN 24 1974
LAURENCE P. HENRY, Clerk
By _____

1 AGREEMENT NO. 74-00

2 (Agreement to Provide Funds to the
3 YOLO COUNTY COALITION AGAINST HUNGER,
4 a private non-profit corporation)

5 THIS AGREEMENT made and entered into this 10th day of
6 June, 1974, by and between the COUNTY OF YOLO, a political subdivi-
7 sion of the State of California, hereinafter called COUNTY, and
8 YOLO COUNTY COALITION AGAINST HUNGER, a private non-profit corpora-
9 tion, hereinafter called COALITION,

10 Micro Fiched

11 W I T N E S S E T H:

12 RECITALS:

- 13 1. COUNTY is obligated by the provisions of Welfare & Institu-
14 tions Code § 17000 to relieve and support all incompetent,
15 poor, indigent persons, and those incapacitated by age, disease,
16 or accident, lawfully resident therein, under certain circum-
17 stances.
- 18 2. COUNTY desires to exercise that obligation as to those resi-
19 dents of the County who would be hungry if temporary food
20 supplies were not made to them by engaging the services of
21 COALITION.
- 22 3. COALITION desires to make available food supplies to such
23 persons on behalf of COUNTY.

24 AGREEMENTS:

- 25 1. In consideration of the covenants of COUNTY herein, COALITION
26 promises to acquire and distribute stocks of food for emergency
27 distribution to persons who would be hungry if temporary food
28 supplies were not made available to them during the term of
29 this agreement.
- 30 2. In consideration of the covenants of COALITION herein, COUNTY
31 promises to pay and advance the sum of ONE THOUSAND (\$1,000)
32 DOLLARS to COALITION as compensation for its services.

1 3. COALITION promises and undertakes to use all of said funds
2 exclusively for said purposes and further agrees to maintain
3 proper and adequate records sufficient to enable audit of
4 same in event audit is necessary or appropriate and to make
5 said records available to such audit upon reasonable request
6 of the COUNTY.

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7 4. COALITION agrees to indemnify and hold harmless COUNTY and
8 all of its employees, agents and officers against any and all
9 claims arising out of or in the course of any act or omission
10 of COALITION and its agents, servants or employees.

11 5. The term of this agreement shall commence on the day and year
12 first above written and shall end on July 31st, 1974.

13 IN WITNESS WHEREOF, the parties hereto have executed
14 this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

15
16
17 BY *W. E. Duncan*

18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19
20
21
22
23 YOLO COUNTY COALITION AGAINST HUNGER,
24 a private non-profit corporation

25 BY *William E. Scott*

26 WILLIAM E. SCOTT, President

27 BY *Don Mason*

28 DON MASON, Treasurer

FILED

BOOK

Amendment No. 1 /YO COUNTY AGREEMENT NO. 74-100

JUN 6 1977

LAURENCE P. HENIGAN, Clerk

By Debra E. Conley

DEPUTY That certain agreement made and entered into the 16th day of December, 1963,

3 by and between the State of California, acting by and through its duly appointed
4 qualified, and acting Director of the Department of Fish and Game, hereinafter
5 called the State, and the County of Yolo, a political subdivision of the State
6 of California, hereinafter called the County, is hereby amended as follows:

7 Paragraphs 1 and 5 are amended as follows: Micro Fished

8 "1. The State will at its sole cost and expense develop said angling
9 access area substantially in accordance with plans approved by the Wildlife
10 Conservation Board on August 5, 1963, and February 25, 1974."

11 "5. This agreement shall be for the term commencing with the date hereof
12 and ending February 25, 1993. The County hereby agrees that the State may
13 terminate this agreement at any time during the term hereof by giving notice
14 to the County at least ninety days next prior to the date when such termi-
15 nation shall become effective.

16 Except as herein modified, all other terms and conditions of said agree-
17 ment are to remain in full force and effect.

18 IN WITNESS WHEREOF, this agreement has been executed by and on behalf
19 of the parties hereto, the day and year first above written.

Approved as to Form

Dated 6-21-74

COUNTY OF YOLO

by [Signature]
County Counsel of Yolo County

by [Signature]

ATTEST:

By LAURENCE P. HENIGAN, Clerk

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME

By Budman Rogers

By [Signature]

Separated by Agreement No. 74-233 dated 12/4/74

Deputy

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

JUN 21 1974

LAURENCE P. HENIGAN

By *Baird Rodgers*

THIS AGREEMENT, made and entered into this 17th day
of June, 19 74, by and between

JACK G. HAYES CONSTRUCTION

hereinafter termed "Contractor", and the County of Yolo, hereinafter
termed "County";

WITNESSETH

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WHEREAS, the Board of Supervisors of said County has awarded a con-
tract to Contractor for performing the work hereinafter mentioned in accord-
ance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements
hereinafter mentioned, to be made and performed by the said County, and
under the conditions expressed in the two bonds, bearing even date with
this contract, and hereunto attached, the said Contractor agrees with said
County at his own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the specifications and
plans to be furnished by said County necessary to construct and complete
in a good workmanlike and substantial manner and to the satisfaction of
the Department of Public Works, of the County of Yolo,

REMODELING OF OFFICES FOR YOLO COUNTY MENTAL HEALTH SERVICES
201 West Beamer Street, Woodland, California
213 West Beamer Street, Woodland, California
510 Fifth Street, Davis, California

in accordance with the special provisions, and specifications of the County
of Yolo, which said special provisions and specifications are hereby specifi-
cally referred to and by such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of
Yolo, Department of Public Works, Remodeling of Offices for Yolo County
Mental Health Services, 201 West Beamer Street, Woodland, California, 213
West Beamer Street, Woodland, California, and 510 Fifth Street, Davis,
California, approved May 6, 1974 (date),
by the Director of Public Works, which said set of plans is hereby made
a part of this contract.

Contract Agreement

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Architect under them.

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ARTICLE III - The said County hereby fixes the time for commencement of said work to be within ten (10) working days next after the date of this Contract and for its completion to be within 60 working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

IN WITNESS WHEREOF, The Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

By B. B. M. [Signature]
County Counsel 6-21-94

By

W. E. Duncan
Chairman of the Board of Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By

Jack A. Hayes
Contractor

By B. B. M. [Signature] Deputy

Contract Agreement

LAMENCE P. HENIGAN, Clerk

By PETE E. LUCAS

Deputy

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
EGG AND POULTRY QUALITY CONTROL

MEMORANDUM OF UNDERSTANDING FOR SERVICES FOR State Enforcement of California Department of Food and Agriculture Egg Standards and Federal Certification and Surveillance of EGGS to U.S. Standards
This memorandum of understanding for services for enforcement of state egg standards and federal certification and surveillance of eggs. is entered into between the County of Yolo, hereinafter called the County, and the Director of Food and Agriculture, hereinafter referred to as the Director, pursuant to Section 40531 and 2 of the Food and Agricultural Code. This contract shall be effective July 1, 1974, and terminating by June 30, 1979, as stated in paragraph 6.

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1. Services to be performed by the County, and conditions of service, are listed on attachment "A" to this contract, which document is by this reference made a part of this agreement.

2. Compensation to the counties under terms of this agreement are listed in attachment "B" which is attached hereto and by this reference made a part hereof.

By February 1, preceding each fiscal year during the term hereof, the Director shall notify the County of the amount of money available to the County for the services to be performed under this agreement by submitting an amended Exhibit "B" to the County for approval.

3. The County shall maintain time slips for each inspector on a daily basis showing the number of hours spent by each man performing services under this agreement together with copies of official certificates as specified by the Director and any other records as required giving a summary of work performed.
4. The County, on a quarterly basis, shall submit to the Director an invoice for the work performed showing the amount of salaries based upon the number of hours worked as agreed upon and for USDA work, a separate amount for expenses to be allowed such as mileage and other necessities required in the inspection work.
5. No alternation or modification of this agreement is valid unless made in writing and assented to in the same manner as this agreement.
6. This agreement may be canceled by either party upon thirty (30) days written notice or upon termination of funding by the United States Department of Agriculture. Should the contract be terminated, payment shall be made for work performed up to the effective date of termination. Notice to the Agricultural Commissioner of said County shall be deemed notice to the County. Notice to the Chief, Egg and Poultry Quality Control in Sacramento shall be deemed notice to the Director of Food and Agriculture.

7. In the performance of services, the State shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees, and the County shall be responsible for any liability resulting from the negligent or wrongful acts or omissions of its officers, agents, and employees.
8. The attached Fair Employment Practices Addendum (Std. Form 3) is incorporated by reference and made a part hereof.
9. This memorandum of understanding shall not be considered to be effective until signed by both parties.

C. B. CHRISTENSEN
Director of Food and Agriculture

BOARD OF SUPERVISORS
COUNTY OF YOLO

Wm E. Edmonson
Chairman

Micro Fiched

By _____
Fiscal Officer

Attest:

LAURENCE P. HENIGAN
Clerk of said Board

By *Barbara L. Jones*

ATTACHMENT A

METHOD OF PROCEDURE FOR ENFORCEMENT OF DEPARTMENT OF FOOD AND AGRICULTURE
STANDARDS AND FOR CERTIFICATION AND SURVEILLANCE OF EGGS TO U.S. STANDARDS

PART I

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The State -

- (a) through the State Supervising Inspector will assume responsibility for coordinating the training and supervision of inspectors, interpretation and application of grades, and methods of making inspections.
- (b) through the Federal Supervising Inspector will issue Federal licenses to such qualified inspectors as may be employed by the County Department of Agriculture for work to be done under their agreement that requires a Federal license.
- (c) will furnish the standard inspector's notes now in use under similar cooperative agreements with the various counties; provided, that additional printing which is agreed upon by both parties to be necessary to the work under this agreement may be done by the county and the cost of such printing shall be credited to the county in the quarterly billing to the State.
- (d) will provide for the collection of the necessary grading fees either directly or through the Federal trust fund.

PART II

The County Department of Agriculture -

- (a) will keep a separate and complete accounting of all receipts or expenditures of monies and all time slips for the work done under this agreement, and the Department of Food and Agriculture shall have an opportunity to audit these records periodically. The audit shall cover the terms and provisions of this agreement and the report shall contain a statement of financial condition. These records shall be accessible to the State Supervising Inspectors at all times. All such receipts, time slips, and other records as required by the Director shall be maintained and kept by the county until audited. However, in no case, even though not audited, shall the county be required to maintain any records for a period to exceed five (5) years.
- (b) will pay an hourly rate and any necessary expenses for the time inspectors are employed to work under this agreement.
- (c) will furnish the necessary inspection equipment, transportation, office space, expenses and supplies, and clerical help for carrying on the inspection work under this agreement.
- (d) will use only federally-licensed personnel to certify eggs for U.S. standards.

PART III

Mutual agreements - It is mutually understood and agreed that -

- (a) the appropriate Federal or State Supervisors will have the right to enter any county at any time where work is being done under this agreement to observe the actual inspection of eggs. Micro Fiched
- (b) all licensed inspectors shall adhere to current regulations in 7 CFR, Part 56 - Grading of Shell Eggs and United States Standards, Grades, and Weight Classes for Shell Eggs. Said regulations are incorporated in this agreement by reference.
- (c) State and County personnel will keep each other informed on all activities pertaining to inspections made pursuant to this agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
EGG AND POULTRY QUALITY CONTROL

ATTACHMENT B

MUTUAL AGREEMENTS FISCAL YEAR JULY 1, 1974 to JUNE 30, 1975

PART I

California Enforcement -

It is mutually understood and agreed that the hourly rate to be paid for enforcement of California Standards (mill fee) shall be \$5 per hour. The total amount shall not exceed \$ 1,250.00.

PART II

Micro Fiches

USDA Surveillance -

It is mutually understood and agreed that the hourly rate to be paid for USDA surveillance is \$6 per hour. The total amount shall not exceed \$ - -.

PART III

USDA Certification -

It is mutually understood and agreed that the hourly rate to be paid for USDA Certification shall be \$6 per hour. The total amount shall not exceed \$ - -.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age*, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age,..." (Labor Code Section 1420.1)

FILED

YOLO COUNTY AGREEMENT NO. 74-103

JUL 22 1974

LAURENCE P. HENIGAN, Clerk
PAULA C. CORRAL

By

Deputy

SCHOOL CROSSING GUARD AGREEMENT

THIS AGREEMENT, made and entered into on May 1, 1974,
by and between the DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, State of
California, hereinafter called "State" and the COUNTY OF YOLO
hereinafter called "County."

WITNESSETH:

WHEREAS, the Board of Supervisors of the County of Yolo
is desirous of providing adequate protection for school
pupils who are required to cross heavily traveled streets, highways,
and roadways in said County; and

Micro Fiched

WHEREAS, such protection could be afforded such school
pupils by placing crossing guards at various locations in said County;
and

WHEREAS, the State is willing and desirous of providing
such crossing guards;

NOW, THEREFORE, the parties do hereby agree as follows:

1. The State shall provide the services of crossing guards
and relief guards as necessary at each of the locations shown on
School Crossing Guard Location List attached hereto and by this
reference made a part hereof, during the hours when pupils are walking
to and from nearby schools on school days during the school year
ending not later than June 30, 1975. Salaries and wages shall be at
rates usual for such services, as the State may determine.

2. As consideration for the satisfactory performance of the foregoing services, County agrees to reimburse State for salaries and wages, for the State's share of retirement contributions for such guards, applicable administration costs of the State Employees Retirement System, health and welfare benefits, OASDI contributions, and in addition shall pay an amount equal to 13.3 per cent of such reimbursable salaries and wages for general administrative expenses.

3. Not later than 30 days after the close of each month, State shall bill County for all sums due for that month and County shall promptly pay the same.

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4. From time to time during the term hereof, County may by resolution of its Board of Supervisors and delivery of certified copy thereof to State, delete from said Location List one or more of said locations, whereupon State shall promptly remove such guard and the obligation of County to pay therefor shall cease thereafter; and in the same manner, County may add one or more locations to said list, whereupon the services there provided shall thereafter be subject to this agreement.

5. The term of this agreement shall be from July 1, 1974, to June 30, 1975, but this agreement shall be subject to termination by either party upon giving the other party thirty (30) days written notice prior to date of termination.

6. Notices and communications hereunder shall be given by each party to the other at their respective addresses as follows:

Dept. of California Highway Patrol County
Accounting Section
P. O. Box 898
Sacramento, CA 95804

7. County shall indemnify and save harmless State, its officers and employees, from all liability for damages caused by a negligent or wrongful act or omission occurring in the performance of their agreement.

DEPT. OF CALIFORNIA HIGHWAY PATROL

By George M. Schatz
George M. Schatz, Fiscal Officer

County

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By Mr. E. R. Ruman
(Title)

CHAIRMAN, BOARD OF SUPERVISORS,

ATTEST COUNTY OF YOLO, STATE OF CALIFORNIA

LAURENCE P. HENIGAN, Clerk

By Paulina Rodriguez
Deputy

Approved as to Form
Dated July 10, 1974
County Clerk of Yolo County

I hereby certify that all conditions for execution set forth in the above instrument have been complied with and that the same is a true and correct copy of the original as recorded.

George M. Schatz

FORM	POLICY	BUDGET
Department of General Services		
APPROVED		
JUL 10 1974		
BY <u>Thomas H. [Signature]</u>		
Asst. Chief Counsel		

List of Schools included in School Crossing Guard Agreement

Westmore Oaks Elementary
16th and Park Streets
West Sacramento, California

Arlington Oaks School
Jefferson & Devon Boulevard
West Sacramento, California

Grafton Elementary School
S.H. 113 @ 6th Street
Knights Landing, California

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YOLO COUNTY AGREEMENT NO. 74-104

Contract No. _____

AGREEMENT FOR DIAGNOSTIC AND TREATMENT SERVICES AND
TEMPORARY DETENTION IN RECEPTION CENTERS AND
CLINICS OF THE DEPARTMENT OF THE YOUTH AUTHORITY

THIS AGREEMENT, made and entered into this 1st day of July, 19 74, at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly appointed, qualified and acting Director of the Youth Authority, hereinafter called the State, and the COUNTY OF YOLO, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State of California provides that the Director of the Youth Authority may enter into contracts, with the approval of the Director of Finance, with any County of this State upon request of the Board of Supervisors thereof, wherein the Department of the Youth Authority agrees to provide diagnostic and treatment services and temporary detention during the period of study to the County of selected cases of persons eligible for commitment to the Department of the Youth Authority in connection with the operation of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. In any case in which:

- (a) The Court has determined that a minor is a person described by Section 602, Welfare and Institutions Code, or if the Court has determined that a minor is a person described by Section 601 and a supplemental peti-

tion for commitment of such minor to the Youth Authority has been filed pursuant to Section 777, Welfare and Institutions Code, and such minor is otherwise eligible for commitment to the Youth Authority, and

- (b) said Court concludes that a disposition of the case in the best interest of the minor requires such observation and diagnosis as can be made at a diagnostic and treatment center of the Youth Authority, and
- (c) said Court orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

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The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time

by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

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6. The County agrees to pay the State the sum of \$745.00 per month for each case studied, or for periods of less than a full month, County agrees to pay State 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred. County shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, CA 95814

7. The period of this Agreement is from July 1, 1974 to June 30, 1975, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

8. Contractor agrees to conform to the Fair Employment Practice Addendum attached hereto and made a part hereof.

9. The contractor shall comply with the Presidential Executive Order No. 11615, dated August 15, 1971, or any subsequent Order modifying, amending, terminating, or substituting for said Order, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board, and Price Commission implementing such orders. The contractor warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing Order, rules, and regulations.

COUNTY OF YOLO

By

W. E. Hume
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

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STATE OF CALIFORNIA
Department of the Youth Authority

By _____

Title _____

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ACT

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

RECEIVED

JUL 25 1974

LAURENCE P. HENIGAN, Clerk

FILED

JUL 25 1974

LAURENCE P. HENIGAN, Clerk

D. Palmer Rodgers

AGREEMENT NO. 74-105

By..... (Agreement for Passenger Transportation Facilities)

Service on Line 4 to East Yolo County

THIS AGREEMENT dated this 19th day of June, 1974, by and between the COUNTY OF YOLO, a political subdivision, herein-after referred to as COUNTY, and SACRAMENTO REGIONAL TRANSIT DISTRICT, a district, hereinafter referred to as, "RT".

W I T N E S S E T H:

RECITALS:

1. RT is a district established by the Sacramento Regional Transit District Act, Public Utilities Code SS 102000, et seq., and provides passenger transportation facilities within the eastern part of Yolo County.

2. COUNTY is authorized by Public Utilities Code 99301 to lay out, maintain, control, construct, repair and manage passenger transportation facilities within the County and to cooperate with any city in so doing.

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3. COUNTY desires to exercise said authority within the eastern part of the County and desires to do so in cooperation with RT and has determined that it is a matter of general county concern to do so.

4. This contract shall satisfy the requirements of Public Utilities Code SS 99301 and 99264 added by 1971 California Statutes, Chapter 1300, making that portion of the COUNTY'S funds available under the Mills-Alquist-Deddeh Act of 1971 which the territory served bears to the total County area subject to claim by RT as partial consideration for said service.

AGREEMENTS:

IT IS MUTUALLY AGREED AS FOLLOWS:

A. In accordance with the terms and conditions of this agreement, RT agrees to continue to maintain, repair and manage passenger transportation facilities in the eastern part of Yolo County consisting of bus service on Line 4 at the present level of service during the term of this agreement.

B. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay to RT the sum of \$62,171.00, said sum to be made up of the following; \$3,000 from the County General Fund, payable quarterly, \$59,171.00 from funds made available by the Mills-Alquist-Deddeh Act of 1971, including \$388.00 for planning purposes as required by rules promulgated pursuant to authority of said Act, payable in accordance with the California Administrative Code, Article 21, Chapter 3, § 1621.

C. The term of this agreement shall commence on July 1, 1974, and shall terminate on June 30, 1975.

D. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by RT under or in connection with the operation of said passenger transportation facility. It is also understood and agreed that pursuant to Government Code § 895.4 RT shall fully indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything done or omitted to be done by RT under or in connection with the operation of said passenger transportation facilities.

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E. COUNTY agrees to cooperate with RT in applying for funds made available for transit purposes to YOLO COUNTY by the Mills-Alquist-Deddeh Act of 1971, to the extent agreed upon in Paragraph B above.

F. The standard fare structure, including daily passes good for unlimited riding throughout RT's system, as established by the RT Board of Directors, shall apply to the passenger transportation service in COUNTY.

G. RT will report as requested by the Board of Supervisors upon the nature and extent of services rendered within the County of Yolo, the costs of providing such services and revenue derived therefrom and upon the use of funds provided to RT by this agreement.

H. Either party to this agreement may terminate said agreement by serving written notice of intention to terminate at least thirty (30) days prior to the effective date of such termination. In the event of termination of this agreement by COUNTY before the expiration of the indicated term, COUNTY shall indemnify and hold RT harmless for expenses incurred, whether or not yet incurred at the time of

cancellation, in acquiring the equipment required for service under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST: LAURENCE P. HENIGAN
COUNTY CLERK

Carlina A. Rodgers
DEPUTY

APPROVED AS TO FORM:

John T. Ketchen
Regional Transit Attorney

[Signature]
Yolo County Counsel

COUNTY OF YOLO, a political subdivision
of the State of California

BY W. E. Ruman
CHAIRMAN OF THE BOARD OF SUPERVISORS

SACRAMENTO REGIONAL TRANSIT DISTRICT
A Public Corporation

BY Don H. Nance
CHAIRMAN

BY William D. Brune
GENERAL MANAGER

Micro Eched

RECEIVED

JUL 25 1974

LAURENCE P. HENGAN, Clerk

74-106
AGREEMENT NO. _____
AGREEMENT FOR
PUBLIC TRANSPORTATION SERVICE

FILED

JUL 25 1974

LAURENCE P. HENGAN, Clerk

By *Balmain Rodger*

SERVICE FROM CLARKSBURG TO WEST SACRAMENTO AND FLORIN CENTER

THIS AGREEMENT, dated this 19th day of June, 1974, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the SACRAMENTO REGIONAL TRANSIT DISTRICT, hereinafter referred to as "RT".

WITNESSETH:

RECITALS:

1. RT is a public corporation established under Part 14 (commencing with Section 102000) to Division 10 of the Public Utilities Code of the State of California. Micro Fiched
2. COUNTY is authorized by Public Utilities Code Section 99301 to enter into a contract for the provisions of public transportation service within the COUNTY and to cooperate with any city, county or transit district.
3. COUNTY desires to exercise said authority within portions of COUNTY, and desires to do so by this agreement with RT, and has determined that it is a matter of general county concern to do so.
4. This contract shall satisfy the requirements of Public Utilities Sections 99301 and 99264 added by 1971 California Statutes, Chapter 1400, making that portion of the COUNTY'S funds available under the MILLS-ALQUIST-DEDDEN ACT of 1971 which the territory served bears to the total COUNTY area subject to claim by RT as consideration for said services.

AGREEMENTS:

IT IS MUTUALLY AGREED AS FOLLOWS:

A. In accordance with the terms and conditions of this agreement, RT agrees to maintain, repair and manage passenger transportation facilities, consisting of four one way trips (two round trips) between Clarksburg and West Sacramento and six one way trips, (three round trips) between Clarksburg and Florin Center each day along such routes as are mutually agreed to by the parties. Such service shall be operated on Thursdays and Saturdays, only, excepting, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day.

B. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay to RT the sum of \$9,674, said sum to be made up of the following: \$9,529, in consideration of said services rendered by RT for the terms specified in Paragraph C below, plus \$145.00 for planning as required by the rules and regulations enacted to implement the Mills-Alquist-Deddah Act of 1971. All Funds to be made available by the Mills-Alquist-Deddah Act of 1971, payable in accordance with the California Administrative Code, Article 21, Chapter 3, Section 1621. All revenue generated from the collection of fares are to be retained by RT. The total figure shown above reflects the cost less the anticipated fare collections.

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C. The term of this agreement shall commence on July 1, 1974 and shall terminate at the close of business, June 30, 1975.

D. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by RT under or in connection with the provision of said passenger service, RT shall fully indemnify and hold COUNTY harmless pursuant to Government Code Section 985.4, from any damage or liability resulting from anything done or omitted by RT.

E. COUNTY agrees to cooperate with RT in applying for funds made available for transit purposes to YOLO COUNTY by the Mills-Alquist-Deddah Act of 1971, to the extent agreed upon in Paragraph B above.

F. The standard fare structure, including daily passes good for unlimited riding throughout RT's system, as established by the RT Board of Directors, shall apply to the passenger transportation service in COUNTY.

G. In determining and establishing the routes and schedules to be implemented pursuant to this agreement, RT agrees to consult with and seek the advice of COUNTY. The final routes and schedules, and any

amendments thereto, are to be subject to the final approval by COUNTY.

H. All equipment used in service under this agreement shall bear the standard RT color scheme and lettering, and shall reflect appropriate destination signing.

I. At no expense to COUNTY, RT shall provide local news media advertising from time to time to promote the local passenger transportation service.

J. At no expense to COUNTY, RT shall provide telephone route and time information to members of the general public of COUNTY concerning subject transportation.

K. RT agrees to provide, if requested by COUNTY, street side bus stop signs at no expense to COUNTY, and COUNTY agrees to bear all costs of installation at appropriate locations and relocations and to maintain said signs.

L. Either party to this agreement may terminate said agreement by serving written notice of intention to terminate at least thirty (30) days prior to the effective date of such termination. In the event of termination of this agreement by COUNTY before the expiration of the indicated term, COUNTY shall indemnify and hold RT harmless for expenses incurred, whether or not yet incurred at the time of cancellation, in acquiring the equipment required for service under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California.

ATTEST: LAWRENCE P. HENIGAN, Clerk

County Clerk

APPROVED AS TO FORM:

Regional Transit Attorney

Yolo County Counsel

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS

SACRAMENTO REGIONAL TRANSIT DISTRICT
A Public Corporation

BY

CHAIRMAN

BY

GENERAL MANAGER

RECEIVED

AUG - 6 1974

LAURENCE P. HENIGAN, Clerk

Deputy

FILED

AUG - 5 1974

LAURENCE P. HENIGAN, Clerk

By, BARBARA A. RODGERS,

Deputy

THIS AGREEMENT entered into this 24th day of JUNE, 1974,
by and between COUNTY OF YOLO, hereinafter called "Agency", and PACIFIC GAS AND
ELECTRIC COMPANY, hereinafter called "P.G.& E.",

WITNESSETH:

WHEREAS, Agency contemplates construction of the Putah Creek Bridge, in the
vicinity of Pedrick Road, Yolo County, California; and

WHEREAS, P.G.& E. maintains a electric distribution line, hereinafter called
facilities, which will interfere with Agency's project; and

WHEREAS, Agency has requested and P.G.& E. is willing to rearrange said facil-
ities to eliminate such interference;

NOW THEREFORE, it is hereby mutually agreed as follows:

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1. Upon the receipt by P.G.& E. of notice in writing from Agency, P.G.& E.
will commence and thereafter diligently prosecute the rearrangement of its facilities
as nearly as possible in accordance with P.G.& E.'s Drawing No. L-8-1-24 attached
hereto and marked Exhibit A, provided, however, that P.G.& E. shall not be obligated
to perform such work until necessary land rights have been acquired in a form
satisfactory to P.G.& E. for any of P.G.& E.'s facilities which must be replaced
in a new location.

2. In the event the construction of temporary facilities is necessary, P.G.& E.
may use lands owned or controlled by Agency for the purpose of making such temporary
installation provided that Agency shall have approved the location thereof. Upon
completion of construction of such facilities in their permanent location, P.G.& E.
shall remove all temporary facilities.

3. Upon the completion of the work, Agency will reimburse P.G.& E. for 100% of
the actual net cost which P.G.& E. has incurred in effecting the rearrangement of

XEROX
COPY

its facilities including costs, if any, involved in any temporary rearrangement. The actual net cost is presently estimated to be \$700.00, of which Agency's share is \$700.00.

4. Agency shall convey or cause to be conveyed to P.G.& E. all necessary land or land rights in a form satisfactory to P.G.& E. to permit P.G.& E. to install its facilities in a new location or reimburse P.G.& E. for its costs incurred in acquiring such land or land rights; provided, however, that in satisfaction of this obligation of Agency, Agency and P.G.& E. will enter into a Joint Use Agreement to be in the form attached and marked Exhibit B. P.G.& E. will convey or quitclaim to Agency its land or land rights occupied by facilities to be abandoned or removed within the land or rights of way required by Agency for the construction of its project.

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5. Actual cost will be determined in accordance with the uniform system of accounts prescribed for utility companies by the Public Utilities Commission of the State of California or P.G.& E.'s regularly established accounting practices and will include, but will not be limited to, the following charges: Survey costs, acquisition of land rights, labor and payroll taxes, materials and supplies, transportation, stores and tool expense, supervision and overheads, including allowance for funds used during construction, and an allowance for workmen's compensation and public liability and property damage insurance.

6. Agency will be allowed credit for:

- (a) Betterments defined as replacements costing more than the replaced facilities because of greater capacity, durability or efficiency.
- (b) Salvage value of any materials removed and retained by P.G.& E., the replacement cost of which is charged to Agency.

(c) Depreciation based on the estimated reproduction cost of the facilities replaced, and computed by using sinking fund depreciation methods and mortality dispersion and average service life based on P.G. & E.'s experience.

7. Within thirty (30) days after receipt of P.G. & E.'s invoice for the amount due P.G. & E. hereunder, Agency shall reimburse P.G. & E. for the amount billed, provided, however, that Agency shall have reasonable access to P.G. & E.'s accounts and records for the purpose of auditing said invoice.

8. The provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers this day and year first hereinabove set forth.

Micro Fiched

COUNTY OF YOLO

By

W. E. Munier

CHAIRMAN, BOARD OF SUPERVISORS,

By

COUNTY OF YOLO, STATE OF CALIFORNIA

LAURENCE P. HENIGAN, Clerk

PACIFIC GAS AND ELECTRIC COMPANY

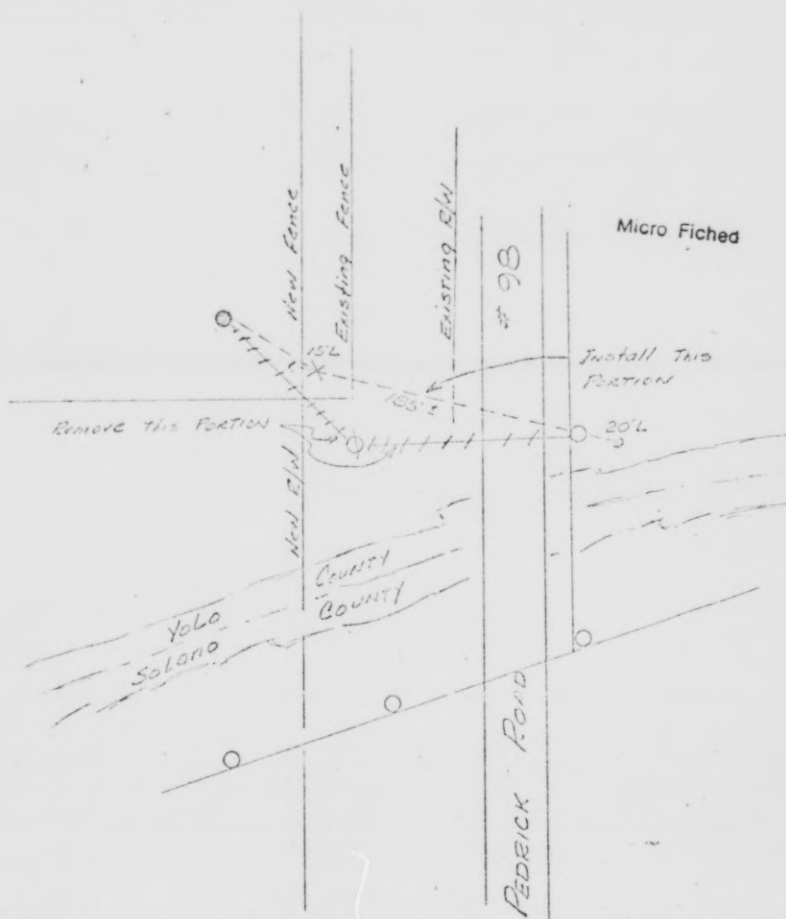
By

J. E. Hewitt

MANAGER, SACRAMENTO DIVISION

By

Approved as to Form
Dated 10/1/54
[Signature]
County Counsel of Yolo County



Unless otherwise shown
all courses extend to or
along boundaries or lines

EXHIBIT A

CITY, RANCHO, SUBDIVISION, ETC.

CALIFORNIA COORDINATES ZONE	LEGEND	SCALE	SECTION	TOWNSHIP	RANGE	MERIDIAN
E	△ CALCULATED COORD.	NONE	24	8N	1E	1433M
N.	◊ SCALED COORD.	DATE	COUNTY OF SOLANO & YOLO			
U.S.G.F. QUAD			F.D. 1	DR. BY EL.		CH. BY:
REFERENCES		PG 20 E	Socto DIVISION	W64-1059 E L-8-1-24 AUTHORIZATION EXAMINING NO.		

FILED

AGREEMENT O. 74-108

JUN 24 1974

LAURENCE P. HENIGAN *Clerk*

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision No. 2369, Unit One

By *Baldern Rodgers*
District

THIS AGREEMENT is made and entered into this 24th day of June, 1974 by and between West Sacramento Port Center, Inc., a California corporation, hereinafter referred to as Subdivider and the County of Yolo, hereinafter referred to as County.

WHEREAS, the Subdivider proposes to subdivide and develop that area known and referred to as Subdivision No. 2369, Unit One, and has presented plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS: *Micro Ficheo*

1. That the Subdivider will develop and construct in, and adjacent to, said Subdivision No. 2369, Unit One, public improvement including but not limited to street improvements consisting of concrete curbs and gutters, and asphalt paving and base, on-site and off-site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, sewer lines and water lines, all in accordance with said plans and specifications, prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and other standards acceptable to serving agencies of jurisdiction, and complete the same within twenty-four (24) months after the date hereon in good and workman-like manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein, it being understood and agreed that said development and construction work may be performed in two or more separate segments during said twenty-four (24) month period, the first of such segments to include all of such work to be developed and constructed in that portion of the Industrial Boulevard right-of-way that is adjacent to or within the northerly boundary of said Subdivision No. 2369, Unit One; also, that the Subdivider will contribute to the County of Yolo one-third (1/3) of the cost said County shall incur during the calendar year 1974 to complete, to Yolo County Improvement Standards and Specifications, two center lanes, with adjacent shoulders, of street improvements in the Industrial Boulevard right-of-way between Harbor Boulevard and a northerly extension, across said right-of-way, of the easterly boundary of said Subdivision No. 2369, Unit One.
2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with standards of the serving agencies and approved by the agency of jurisdiction.
3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.
4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and has deposited \$9,143.00 for said purpose.
5. That Subdivider shall indemnify and hold harmless the County from any and all loss, damage or liability resulting from Subdivider's performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2369, Unit One.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of \$100,000 in respect to personal injuries and or death of any one person, \$300,000 in respect to personal injuries or death for any one occurrence and \$50,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

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8. That the completion of each segment of the development of said Subdivision No. 2369, Unit One, shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said segment shall not be final until the written notice of final acceptance of all the improvements involved therein shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance of any segment thereof.

10. If the construction of the work or improvement should be delayed without fault of Subdivider, the time for the completion thereof may be extended by the County for such period of time as the County may deem reasonable.

11. That should the Subdivider fail to construct said improvements, repairs or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. The Subdivider shall obtain and file with the County a good and sufficient Improvement Security in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such Improvement Security shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

13. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the Subdivider shall furnish the County a bond or cash deposit in the amount of \$300.00 guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars (\$500.00), whichever is greater, of the Improvement Security shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 340 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

17. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Micro Fiched

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By

W. E. Thurman
Chairman, Board of Supervisors

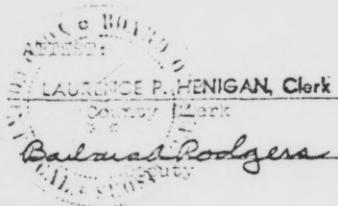
WEST SACRAMENTO PORT CENTER, INC.

By

R. Cooper

By

G. M. Jones



Recommended for Approval to the Board of Supervisors of the County of Yolo.

David H. Roberts
Director of Public Works

APPROVED AS TO FORM

[Signature]
County Counsel

JUL-1 1974
LAWRENCE A. BROWN CO.
Lawrence A. Brown

1 AGREEMENT NO. 74-109
2 (Agreement for Legal Services)
3

4 THIS AGREEMENT dated this 11th day of June, 1974, by and
5 between the SACRAMENTO-YOLO MANPOWER AGENCY, a Joint Powers Agency,
6 hereinafter referred to as MANPOWER, and the COUNTY OF YOLO, a
7 political subdivision of the State of California, hereinafter
8 called COUNTY,

9
10 WITNESSETH: *Micro Fiched*

11 RECITALS:

- 12 1. MANPOWER desires to make provisions for the services of legal
13 counsel.
14 2. COUNTY desires to provide such service to MANPOWER.

15 AGREEMENTS:

- 16 1. In consideration of the covenants of MANPOWER herein, COUNTY
17 promises to provide legal service to MANPOWER through the
18 service of its County Counsel and staff for the term of this
19 agreement.
20 2. MANPOWER in consideration of the covenants of COUNTY herein,
21 promises to pay for such legal services at the rate of TWENTY-
22 FIVE (\$25) DOLLARS per hour for attorney time, with a minimum
23 payment of FIVE THOUSAND (\$5,000) DOLLARS per year.

24 3. Term.

- 25 A. The term of this agreement shall commence on June 1st,
26 1974, and shall terminate on June 30th, 1975. The term
27 of this agreement shall be renewed automatically for
28 succeeding terms commencing July 1st of each fiscal year
29 and terminating on June 30th next following unless either
30 party shall, on or before the preceding May 31st, give
31 notice of termination to the other. Such notice may be
32 served personally or deposited in the United States mail,

1 postage prepaid, addressed to the Chairman of the governing
2 body of each party.

3 B. No alterations or variations in the term of this agreement
4 shall be valid unless made in writing and signed by the
5 parties hereto and no oral understanding or agreement not
6 incorporated herein, and no alterations or variations of
7 the terms hereof unless so made, shall be binding on the
8 parties.

9 IN WITNESS WHEREOF, the parties hereto have executed
10 this agreement the day and year first above written. Micro Fiched

11 SACRAMENTO-YOLO MANPOWER AGENCY,
12 a Joint Powers Agency

13 BY *Anne Rudin*

14 ANNE RUDIN, Chairman of the
15 Governing Board

16
17
18 COUNTY OF YOLO, a political subdivision

19 BY *W. E. Lucas*

20 CHAIRMAN OF THE BOARD OF SUPERVISORS
21

22 ATTEST:

23 LAURENCE P. HENIGAN, CLERK

24 BY *W. E. Lucas*

25 DEPUTY

26 (SEAL)
27
28
29
30
31
32

All that portion of the Southwest one-quarter of Section 19, Township 8 North,
and 2 East, R.D.N. 2 N., and being a portion of Swamp Land Survey No. 691,
described as follows:

BEGINNING at a point on the east boundary of the southwest one-quarter of said
Section 19, from which point of beginning the center of said Section 19 bears
North $01^{\circ} 24' 00''$ East 998.74 Feet; thence from said point of beginning, along
the east line of the southwest one-quarter of said Section 19, South $01^{\circ} 24' 00''$
West 138.76 Feet to the centerline of Tulun Creek; thence westerly along said center
line, following the meanderings thereof, the following seven courses and distances:
North $32^{\circ} 31' 00''$ West 27.36 Feet, North $36^{\circ} 35' 13''$ West 114.48 Feet, North $47^{\circ} 16'$
 $00''$ West 196.60 Feet, North $36^{\circ} 43' 50''$ West 137.29 Feet, North $51^{\circ} 52' 15''$ West
118.84 Feet, North $43^{\circ} 47' 50''$ West 155.25 Feet and North $56^{\circ} 33' 50''$ West 93.76 Feet;
thence parallel to the east line of the southwest one-quarter of said Section 19,
North $01^{\circ} 24' 00''$ East 744.20 Feet; thence South $36^{\circ} 30' 00''$ East 600.00 Feet to
the point of beginning.

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EXHIBIT "A"

8. If it is found in paying quantities, whether alone or in combination with gas, in any well so drilled by Lessee on said land, Lessee, subject to the provisions of said oil and gas lease, shall continue to drill additional wells on said land as rapidly as the state of the working well's reasonable diligence can complete the same, until there shall have been completed on said land a sufficient number of such wells to such that (30%) a well or major portion thereof, then held under this lease, shall produce in paying quantities, and until such time as further drilling is no longer provided, that Lessee shall be the owner of the oil and gas produced from the completion of the well or major portion thereof, and shall be entitled to the oil and gas produced from such well or major portion thereof. Except as herein otherwise provided, it is agreed that Lessee shall drill such wells and operate each completed well with reasonable diligence and in accordance with good mining practice as long as such well shall produce oil in paying quantities while this lease is in force as to the portion of said land on which such well or wells are situated.

9. If prior to the discovery of oil, Lessee shall complete a well or wells capable of producing gas in excess of one million cubic feet per day, Lessee shall, after the use of such gas necessary for lease and/or repressuring requirements, use so much of remaining available gas at the well as it may be able to find a market for. Thereafter Lessee shall have no further obligation to conduct the drilling of oil wells on said land, except the drilling of offset wells for oil as in the lease provided, and shall not be required to drill further gas wells until in the meantime the drilling of additional gas wells is warranted in view of existing market requirements; provided that Lessee shall not be required to drill more than one (1) gas well on each one hundred forty (40) acres, or major portion thereof, including offset wells, and number to be an average ratio of one well drilled subject to the order and regulations of the Petroleum Administration for War or other federal agency purporting to act under authority and issuing orders or regulations as to the drilling and spacing of wells and the manner and rate of producing gas therefrom. During such times that a market at the well for such remaining available gas does not exist, Lessee may suspend the operation of any such gas well or wells, provided, however, that if at the expiration of any calendar year Lessee shall have received a royalty from the proceeds of the sale of any such remaining available gas an amount equal to or in excess of \$1.00 per acre for the total acreage then and subject to this lease, Lessee shall, on or before the 15th day of January next succeeding, pay to Lessor an amount equal to the difference between the total amount of all such royalties paid to Lessor during such calendar year from the proceeds of the sale of such remaining available gas and the said amount of \$1.00 per acre for such total acreage so held; provided that any and all sums so paid by Lessee to Lessor in excess of the actual amount of royalties paid from Lessee to Lessor from the proceeds of such remaining available gas shall be considered as advance royalties to be returned to Lessee from the sale of gas to which Lessor is thereafter entitled, and Lessee is authorized to deduct the same from gas royalties thereafter due and payable. If oil is subsequently discovered on said land, then the drilling obligations provided in this lease for Lessee to perform with respect to oil wells shall again come into effect.

Micro Fished

10. If at any time it should appear that Lessor owns a less interest in said land than the whole undivided fee in the oil, gas, and other hydrocarbon substances in, under, or which may be recovered from said land, then the royalties and rentals herein provided for shall be paid Lessor only in the proportion which his interest in said oil, gas and other hydrocarbon substances bears to the whole undivided fee therein. If Lessor hereafter acquires any additional interest or title in said land, then this lease shall cover such additional after-acquired interest or title.

11. If Lessor shall sell or transfer any part or parts of said land or any interest in the oil and/or gas under any part or parts thereof Lessee's drilling obligations shall not thereby be altered, increased or enlarged, but Lessee may continue to operate said land and pay and settle rents and royalties as an entirety.

12. In the event a well is drilled on adjoining property within three hundred thirty feet (330') of the exterior limits of any land at the time embraced in this lease and oil or gas is produced therefrom in paying quantities and the drilling requirements as specified in paragraph 8 thereof are not fully complied with, and the owner of such well shall operate the same and market the oil or gas produced therefrom, then Lessee agrees to offset such well by the commencement of drilling operations on said land within ninety (90) days after it is ascertained that the production of oil or gas from such well is in paying quantities and that the operator thereof is then producing and marketing oil or gas therefrom. For the purpose of satisfying obligations hereunder such offset well or wells shall be considered as other wells required to be drilled hereunder.

13. The obligations of Lessee hereunder shall be suspended while Lessee is prevented from complying therewith, in whole or in part, by strikes, lockouts, action of the elements, accidents, laws, rules and regulations of any federal, state, municipal or other governmental agency, acts or requests of any governmental officer or agent purporting to act under authority, exhaustion or unavailability or delays in delivery of necessary materials and equipment, or other matters or conditions beyond the control of Lessee, whether or not similar to the matters or conditions herein specifically enumerated. It is expressly understood and agreed, notwithstanding any other provision of this lease inconsistent herewith, that all of Lessee's operations under this lease, including (but without limiting the generality hereof) the drilling and spacing of wells and the manner and rate of producing oil and/or gas therefrom, shall be conducted in accordance with any applicable law, whether now or hereafter enacted, of the United States and/or of the state in which said land is situated, and/or of any county or municipality or other governmental authority, and in accordance with regulations prescribed and/or orders issued under any such law, and, in the absence of any such law, may be conducted in conformity with any recommendation or request made in writing or published by any governmental authority or agency, or in accordance with any plan or program of conservation or curbing, or voluntarily followed by producers of crude oil in said state generally. Drilling and producing operations hereunder may also be suspended while the price offered generally to producers in the same vicinity for oil of the quality produced from said land is seventy-five cents or less per barrel at the well, or when there is no available market for the same at the well.

14. Lessee shall pay all taxes on its improvements and all taxes on its oil stored on said land. Lessor agrees to pay all taxes and assessments levied against the land as such and against Lessor's improvements thereon, except that Lessee shall pay a five-sixths (5/6) of the increase of taxes on such portion of said lands as remain subject to this lease, when such increase is caused by the discovery of oil or gas thereon, whether assessed upon said land as increased valuation or as petroleum mineral rights, or otherwise, and whether assessed against Lessee or Lessor, and Lessor agrees to pay the remaining portion of such increased assessment. In the event the United States, any state, county, city or other governmental authority or agency levies a bonus, premium, or production or other tax on the oil or gas produced hereunder, or on Lessee's right to operate on said land, then and in that event Lessee agrees to pay to Lessor a portion of said tax and Lessor agrees to pay to Lessee a portion of said tax.

15. Lessee agrees not to drill any well on said land within one hundred fifty feet (150') of the now existing buildings thereon without the written consent of Lessor. Lessee agrees to pay all damages to crops, trees (including injuries suffered through prevention of cultivation, irrigation and maintenance thereof by usual methods), fences, pipe lines, canals, buildings and other improvements, and to any and all other openings to safeguard livestock on said land.

16. Lessor may at all reasonable times examine said land, the work done and in progress thereon, and the production therefrom, and may request the Lessee to be kept informed in relation to the production from said land, to ascertain the production and the operating costs and to determine therefrom. Lessee agrees, on written request, to furnish to Lessor a copy of the operating log of all wells drilled by Lessee on said land.

17. All labor to be performed and materials to be furnished in the operations of Lessee hereunder shall be at the cost and expense of Lessee, and Lessor shall not be chargeable with, or liable for, any part thereof; and Lessee shall protect said land against loss of every character arising from its operations thereon.

18. Lessor shall have the right to occupy or to lease the surface of said land for residential, business, agricultural, horticultural or grazing purposes to such an extent as will not interfere with the proper operation of the lease for oil or gas. Lessee agrees to conduct its operations so as to interfere with the use of said land for residential, business, agricultural, horticultural or grazing purposes as little as is consistent with the economical operation of the property for oil or gas.

19. On the expiration of this lease, or if sooner terminated, Lessee shall quietly and peacefully surrender possession of said land to Lessor, and shall remove all buildings, structures, equipment, and other improvements thereon, and shall restore the surface of the land as nearly as practicable to the condition in which it was received. In the event of abandonment of any well by Lessee, Lessor may, if he so desires, retain such abandoned well as a water well by notifying Lessee to that effect prior to the abandonment of such well, and thereupon Lessee shall leave the surface casing in the well and Lessor shall pay to Lessee fifty per cent (50%) of the original cost of such casing on the ground.

20. All oil containing more than 3% of water and basic sediment, at Lessee's option, shall be dehydrated, and the cost of dehydrating shall be paid by Lessee in proportion to the gravity interest therein at the actual cost thereof, or, if Lessee dehydrates the oil, the cost shall be 5¢ per barrel. No correction for gravity shall be made for the water and basic sediment content, when the said content does not exceed 3%.

21. All sampling, testing, gauging, measuring and the taking of gravities which may be required to be done by Lessee in order to determine the gravities and non-petroleum substances contained in the oils referred to herein, shall, at the option of Lessee, be taken, done, and performed by any method or process generally regarded in the industry where the same are to be done as reliable and in accordance with good practice.

ated to lands hereby leased shall remain unchanged notwithstanding the surrender by Lessee of less than all of the land pooled into such unit, except:

(1) that after the surrender by Lessee of less than all of the land included in an operating unit, if the owner of such surrendered land and premises be so to be deemed the owner of a well for oil or gas on such surrendered land, or any part thereof, to produce and deliver therefrom such surrendered land and premises to participate in production from that part of such operating unit as may be leased;

(2) that land not so controlled by Lessee because of loss or failure of title for any cause beyond Lessee's control shall be removed from the operating unit and not thereafter participate in production;

(3) whenever undeveloped land, not included in an operating unit, shall cease to participate in production as above provided, because the lease last referred to of the well and premises to be so controlled, on the basis hereinbefore provided, only to the remaining land in the operating unit entitled to participate in production.

Lessee shall not be liable to any party for collection of the acreage content of any operating unit resulting from loss of title for any cause beyond its control and in such event Lessee shall have the right to remove any such unit. Lessee shall not be obligated to make any retroactive adjustment of payments or payments in the event of any reduction in participation in production or in acreage content of an operating unit as above provided. In case any action is brought at law or in equity by persons claiming title to any land in an operating unit, or by any person claiming an interest in such land, then during the pendency of such action, until the final decision thereof, Lessee may discontinue operations upon the land in controversy, or if it is determined that the land in controversy is not the land in controversy, then during the pendency of such action, Lessee shall not be liable to any party for collection of the acreage content of any operating unit to offset any other well drilled on the acreage pooled into such unit.

34. This lease may be executed in any number of counterparts, by any person having an interest in said land, with the same effect as if all Lessors herein were named as Lessor in one document and had all signed the same document. All counterparts shall be construed together and shall constitute one lease. The failure of any person owning an interest in said land to execute a counterpart hereof, or the failure of any person named as Lessor in any counterpart to execute the same, shall not affect the binding force of this lease as to those who have executed or shall execute a counterpart hereof.

35. This lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the date first hereinabove written.

LESSOR

LESSEE

COUNTY OF YOLO

BY: Wm. E. Duncan
Chairman, Board of Supervisors,
County of Yolo, State of California

ATTEST: LAURENCE P. HILGAN, CLERK

BY: Burton A. Rodgers Deputy

STATE OF CALIFORNIA

COUNTY OF

On this 5th day of July, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wm. E. Duncan, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, a corporation, and acknowledged to me that he subscribed the name of Wm. E. Duncan as principal, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

Notary Public in and for said County and State.

STATE OF CALIFORNIA

COUNTY OF YOLO

On this 5th day of July, 1974, before me, a Notary Public in and for said County and State, personally appeared Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, and acknowledged to me that he subscribed the name of Wm. E. Duncan as principal, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

STATE OF CALIFORNIA

COUNTY OF YOLO

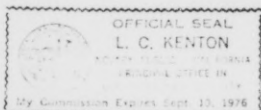
On this 5th day of July, 1974, before me, in and for said County and State, personally appeared BARRADA A. RODGERS, Deputy, known to me to be the person whose name is subscribed to the within instrument as subscribing witness thereto, who, being duly sworn, deposes and says that Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, that he was present and saw Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, subscribed to the within and annexed instrument, execute and deliver the same; that he acknowledged to affirm that Wm. E. Duncan executed the same and requested affirm to sign as subscribing witness and thereupon affirm subscribed his name thereto as such subscribing witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said County and State.

ELEANOR W. ANDERSEN
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Comm. Expires MAY 3 1978

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES



ss.

ON July 10, 19 74
before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert Sumpf

known to me to be the
person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

L. C. Kenton
Notary Public in and for said State.

FILED

JUL 15 1974

LAURENCE P. HENIGAN, Clerk
By Pauline A. Rodgers
Deputy

WHEN RECORDED MAIL TO:

OIL AND GAS LEASE (SHORT FORM)

B-A

THIS OIL AND GAS LEASE (SHORT FORM) made and entered into this 1st day of July, 19 74,
by and between COUNTY OF YOLO, a political subdivision of the State of California,

hereinafter called Lessor (whether one or more), and
Lessee.

ROBERT SUMPF

hereinafter called
Micro Fiched

WITNESSETH:

1. That Lessor, for valuable consideration, receipt of which is hereby acknowledged, and in consideration of the covenants and agreements contained in the Oil and Gas Lease hereinafter particularly referred to, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto Lessee exclusively the real property hereinafter described, for the purpose of exploring, mining and operating for oil, gas and casinghead gas and other hydrocarbon substances and taking, storing, removing and disposing of same, and uses and purposes incidental thereto, as provided in said hereinafter referred to Oil and Gas Lease. The property covered by this lease is situated in the County of YOLO, State of California, and is described as follows, OR Exhibit "A" attached hereto and made a part hereof,

and containing 13.87 acres, more or less, hereinafter referred to as "said land".

2. This Lease shall continue for a term of three (3) years from and after the date hereof, and so long thereafter as oil or gas or casinghead gas or other hydrocarbon substances or either or any of them, is produced from said land or from acreage pooled therewith in quantities deemed paying by Lessee, and/or so long thereafter as Lessee in good faith shall continue drilling, re-drilling, deepening or remedial operations on said land or on acreage pooled therewith, and/or so long thereafter as Lessee's drilling, producing or remedial operations thereunder are suspended, all as particularly set forth in the Oil and Gas Lease hereinafter referred to, and subject to termination as therein provided.

3. This Oil and Gas Lease (Short Form) is made upon the terms, covenants and conditions set forth in that certain Oil and Gas Lease bearing even date herewith by and between the said parties hereto, covering the real property above described, which Oil and Gas Lease is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon their heirs, executors, administrators, assigns, successors and assigns of the parties hereto.

5. This agreement may be executed in any number of counterparts with the same force and effect as if all parties signed the same document.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

COUNTY OF YOLO

By: Robert Sumpf
Chairman, Board of Supervisors,
Sole County of Yolo, State of California
ATTEST: LAURENCE P. HENIGAN, CLERK
BY Pauline A. Rodgers
Deputy LESSOR

All that portion of the Southwest one-quarter of Section 19, Township 8 North, Range 2 East, N.D.M. & M., and being a portion of Swamp Land Survey No. 674, described as follows:

Beginning at a point on the east boundary of the southwest one-quarter of said Section 19, from which point of beginning the center of said Section 19 bears North 01° 24' 00" East 994.74 feet; thence from said point of beginning, along the east line of the southwest one-quarter of said Section 19, South 01° 24' 00" West 1306.75 feet to the centerline of Fawn Creek; thence upstream along said center line, following the meander line thereof, the following seven courses and distances: North 30° 31' 00" West 27.90 feet, North 30° 30' 10" West 124.48 feet, North 41° 10' 00" West 190.00 feet, North 30° 43' 50" West 157.29 feet, North 51° 32' 15" West 101.64 feet, North 43° 47' 30" West 155.83 feet and North 34° 33' 50" West 91.73 feet; thence parallel to the east line of the southwest one-quarter of said Section 19 North 01° 24' 00" East 744.20 feet; thence South 30° 30' 00" East 600.00 feet to the point of beginning.

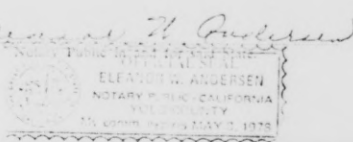
Micro Fiched

STATE OF CALIFORNIA } ss.
COUNTY OF YOLO

On JULY 5, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, State of California, known to me to be the

person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



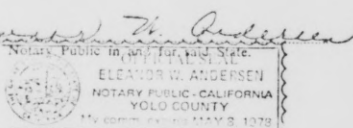
STATE OF CALIFORNIA } ss.
COUNTY OF LOS ANGELES

On JULY 5, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared BARBARA A. RODGERS, Deputy, known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn, deposes and says: That he resides in Yolo County; that he was present and saw Wm. E. Duncan, Chairman, Board of Supervisors, County of Yolo, State of California, her

personally known to her to be the same person whose name is subscribed to the within and annexed Instrument,

execute and deliver the same; that he acknowledged to affiant that he executed the same and requested affiant to sign as a subscribing witness and thereupon affiant subscribed his name thereto as such subscribing witness.

WITNESS my hand and official seal.



STATE OF CALIFORNIA } ss.

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

ss.

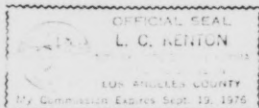
ON July 10, 1974, before me, the undersigned, a Notary Public in and for said State, personally appeared

Robert Sumpf

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

L.C. Kention
Notary Public in and for said State.



ACKNOWLEDGMENT—General—Wolcotts Form 202—Rev. 3-64

On _____, 19____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ President, and _____, known to me to be the _____ of

the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public in and for said State.

AGREEMENT NO. 74- 112

(Agreement Extending Joint Exercise of Powers
Agreement for Grounds Maintenance Services)

THIS AGREEMENT made and entered into this 10th day of
July, 1974, by and between the COUNTY OF YOLO, a political subdivi-
sion of the State of California, hereinafter called COUNTY, and
the ESPARTO COMMUNITY SERVICES DISTRICT, a community services dis-
trict, hereinafter called DISTRICT,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. The parties hereto have entered into Yolo County Agreement No. 73-106 dated July 2nd, 1973 whereby DISTRICT performs certain services for COUNTY at and about the community park.
2. The parties desire to extend the term of said agreement.

AGREEMENTS:

1. The term of said Agreement No. 73-106 is hereby extended for the period commencing July 1st, 1974 and shall continue until June 30th, 1975 unless terminated by either party upon thirty (30) days' written notice.
2. In all other respects, the terms and conditions of said Agreement No. 73-106 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY W. E. Shuman
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

ESPARTO COMMUNITY SERVICES DISTRICT,
a community services district

BY Balanea Rodgers
DEPUTY

BY Samuel E. West

(SEAL)

BY Robert L. Risher

YOLO COUNTY AGREEMENT NO. 74-113

CONTRACT FOR AUDITING SERVICES

THIS CONTRACT, executed in quintuplicate, between the State Board of Equalization (hereinafter called the Board) and the County of YOLO (hereinafter called the County) is made pursuant to Government Code section 15624. It is the desire of the Board to furnish, and the County to receive, auditor and appraisal personnel to aid the County in making postaudits for purposes of property taxation.

IN CONSIDERATION of the following promises and conditions, the parties hereby agree:

1. THAT the Board, during the fiscal year ending June 30, 1975, will furnish personnel to make postaudits of property of assesses mutually agreed on by the parties. All services hereunder will terminate on or before this date.
2. THAT County will pay the Board for services rendered and hereby warrants that funds are available from which payment may be made.
3. THAT this contract is subject to sections 8755 and 8755.1 of the State Administrative Manual, which sections are attached hereto and incorporated herein by reference. Micro Fiched
4. THAT the Board will not provide, and the County will not pay for, services exceeding a maximum aggregate cost of \$5,000.00. The Board makes no claim concerning, and is not responsible for providing, any minimum amount of service.
5. THAT the maximum set in paragraph 4 may be exceeded upon written agreement of the parties to the extent the County will warrant additional funds are available to pay for additional services.
6. THAT the Board will bill the County for services when an audit report is transmitted to the County. The County will pay promptly in accordance with its normal payment procedures.
7. THAT any information obtained by Board employees in the course of an audit is confidential information and remains confidential when turned over to the County. Such information shall not be disclosed except as provided by Revenue and Taxation Code sections 408 and 451.
8. THAT this contract may be terminated by either party by giving seven days' written notice. Notice may be served in person or by mail on the officers and at addresses shown below and is effective when received. During the seven-day period, the Board may continue with audits then in progress, but shall not begin new ones.

IN WITNESS WHEREOF, we set our hands this 1st day of July, 1974

COUNTY OF YOLO
COURTHOUSE
Address WOODLAND, CA 95695

STATE BOARD OF EQUALIZATION
1020 N Street,
Sacramento, California 95814

By [Signature]
CHAIRMAN, BOARD OF SUPERVISORS
THE COUNTY OF YOLO, STATE OF CALIFORNIA

By [Signature]
Acting Executive Secretary

I certify that all conditions for exemption set forth in the State Administrative Manual section 1201.13 have been complied with and this contract is exempt from review by the Department of Finance.

FILED

JUL 12 1974

LAURENCE P. HENIGAN, CHA

By Baird Rodgers
Deputy

Executive Secretary

RECEIVED

AUG-11 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

AUG-11 1974

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

1 AGREEMENT NO. 74- 114

2 (Agreement to Provide Funds for the
3 Alcoholism Information Center)

4 THIS AGREEMENT made and entered into this 1st day of
5 July, 1974, by and between the COUNTY OF YOLO, a political sub-
6 division of the State of California, hereinafter called COUNTY,
7 and EAST YOLO INFORMATION CENTER FOR ALCOHOLISM, a non-profit
8 corporation, hereinafter called CENTER,

9 W I T N E S S E T H:

10
11 RECITALS:

- 12 1. CENTER is a non-profit corporation formed to prevent alcoholism
13 in the County of Yolo. Micro Fiched
14 2. CENTER has presented COUNTY with a proposed budget for the
15 period of July 1, 1974 through June 30, 1975, a copy of
16 which is attached hereto and incorporated herein.

17 AGREEMENTS:

- 18 1. For said service, COUNTY shall pay to CENTER not to exceed the
19 sum of SIX THOUSAND NINE HUNDRED TWENTY-FOUR (\$6,924) DOLLARS
20 during said period of July 1, 1974 through June 30, 1975.
21 2. CENTER shall maintain full and complete records of services
22 rendered and financed, and shall make said records available
23 to audit by COUNTY upon reasonable notice. Said records shall
24 be maintained four years.
25 3. All funds received by CENTER from COUNTY shall be used for
26 and applied to the expenses and categories of expenses desig-
27 nated in Exhibit "A" attached hereto, and for no other pur-
28 poses.
29 4. This agreement shall terminate on June 30, 1975, unless sooner
30 terminated by a thirty-day written notice by either party.
31 5. No funds shall be paid over to CENTER by COUNTY in excess of
32 said SIX THOUSAND NINE HUNDRED TWENTY-FOUR (\$6,924) DOLLARS.

- 1 6. CENTER is acting as an independent contractor, and not as an
2 agent or employee of COUNTY.
3 7. Any and all notices directed by COUNTY to CENTER shall be sent
4 by United States mail to P. O. Box 47, West Sacramento, Cali-
5 fornia 95691.
6 8. CENTER shall maintain public liability insurance in an amount
7 not less than ONE HUNDRED THOUSAND (\$100,000) DOLLARS single
8 limit coverage.

9 IN WITNESS WHEREOF, the parties hereto have executed
10 this agreement as of the date hereinabove set forth. Micro Fiched

11 THE COUNTY OF YOLO, a political sub-
12 division of the State of California

13 BY W. E. Murren

14 CHAIRMAN OF THE BOARD OF SUPERVISORS

15 ATTEST:

16 LAURENCE P. HENIGAN, CLERK

17 BY _____

18 DEPUTY

19 (SEAL)
20
21
22

23 EAST YOLO INFORMATION CENTER FOR
24 ALCOHOLISM, a non-profit corporation

25 BY Ronda Lee Hargis

26
27 BY Emelye B. Brown, Secy.
28
29
30
31
32

EAST YOLO INFORMATION
CENTER FOR ALCOHOLISM

Below are estimated costs for services, supplies, and equipment for the East Yolo Information Center for 12 months. The total (\$6,924.00) will be budgeted in account 85-2585 Payment to Private Institutions. The amount paid to the East Yolo Information Center from Mental Health Services each month will be made upon statements rendered.

Director	\$3,500.00	<i>Micro Filled</i>
Furniture	125.00	
Office Equipment	110.00	
Office Maintenance	25.00	
Office Supply	100.00	
Gas	200.00	
Electric & Telephone	447.00	
Rent	1,270.00	
Insurance	50.00	
Advertising	547.00	
Sec't or Janitor	200.00	
Miscellaneous	300.00	
	\$6,924.00	

FILED

JUL 16 1974
LAURENCE P. HENIGAN Clerk
By Deputy

1 AGREEMENT NO. 74-115

2 (Agreement to Provide an Alcoholic
3 Recovery Home)

4 THIS AGREEMENT made and entered into this 1st day of
5 July, 1974, by and between the COUNTY OF YOLO, a political subdi-
6 vision of the State of California, hereinafter called COUNTY, and
7 YOLO ALCOHOLIC RECOVERY CENTER, a corporation, hereinafter called
8 CONTRACTOR,

9
10 W I T N E S S E T H:

11 RECITALS:

- 12 1. COUNTY has available funds from the State of California for
13 the rehabilitation of alcoholics and for such public health
14 purposes as are described herein. Micro Fiched
15 2. The purpose of this project is to provide a community based,
16 peer group oriented, residential facility that provides food,
17 shelter, and certain services in a supportive non-drinking
18 environment for ambulatory and mentally competent recovering
19 alcoholics.
20 3. CONTRACTOR has devised a method of accounting for and describ-
21 ing services to be rendered hereunder which is set forth in
22 Exhibit "A" herein and which method is approved by COUNTY and
23 shall be used to describe the services rendered hereunder and
24 the charges therefor in monthly billing.
25 4. Attached hereto and incorporated herein marked Exhibit "B"
26 is a general description of the program and the services to
27 be rendered by CONTRACTOR.

28 AGREEMENTS:

- 29 1. CONTRACTOR shall render the services described herein in
30 Exhibit "B" and shall submit monthly statements to COUNTY for
31 said services rendered described in units of service and
32 COUNTY shall pay for said services monthly.

- 1 2. The total amount of money COUNTY is obliged to pay for all
2 services rendered by CONTRACTOR shall not exceed the sum of
3 TWENTY-THREE THOUSAND THREE HUNDRED SIXTY (\$23,360) DOLLARS.
4 3. CONTRACTOR shall maintain full and complete records of services
5 rendered sufficient to enable the audit of the entire program
6 at any time by COUNTY or State offices. Said records shall
7 be maintained for not less than four (4) years from the date
8 of their creation.
9 4. The term of this agreement shall commence on July 1, 1974 and
10 terminate on June 30, 1975. Micro Fiched
11 5. Services rendered by CONTRACTOR shall be under the guidance
12 and general supervision of the Public Health Department of
13 COUNTY. All services to be performed and rendered under this
14 agreement shall be to persons referred by Mental Health
15 Services of COUNTY.

16 IN WITNESS WHEREOF, the parties hereto have executed
17 this agreement as of the date hereinabove set forth.

18 COUNTY OF YOLO, a political subdi-
19 vision of the State of California

20 BY Wm. E. DUNCAN
21 CHAIRMAN OF THE BOARD OF SUPERVISORS

22 ATTEST:

23 LAURENCE P. HENIGAN, CLERK

24 BY Baldernall Rodgers
25 DEPUTY

26 (SEAL)

27
28 YOLO ALCOHOLIC RECOVERY CENTER,
29 a corporation

30 BY Angela S. Cameron

31 (SEAL)

EXHIBIT "A"

UNIT OF BILLING SCHEDULE

Micro Fiched

Services rendered hereunder shall be at the rate of \$9.75 per unit.

One unit equals 24 hours' room and board and social rehabilitation services for each person in a non-drinking environment, and includes alcoholism group sessions, home use management services, and supervision.

EXHIBIT "B"

RECOVERY HOUSE SERVICES

- A. Alcoholic recovery house services are defined for the purposes of this contract as a community-based, peer group oriented, residential facility that provides food, shelter, and certain services in a supportive non-drinking environment for ambulatory and mentally competent recovering alcoholics.
- B. The services include: Micro Fiched
1. Room and board
 2. Group sessions oriented towards practical problems in social, occupational, residential and other areas
 3. Individual counseling and support
 4. Liaison on behalf of client in utilizing county and private services
 5. Other program services in agreement with the purposes and standards as set forth by the State Guidelines
 6. Administrative services as required by the same alcoholism State Guidelines
- C. It is understood that Mental Health Services will pay for the services provided to patients whom they have screened, evaluated, and for whom they have developed a rehabilitation plan.

A.—The Contractor shall keep himself fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the State of California, and all officers and employees thereof connected with the work, including but not limited to the Director of Transportation and the State Highway Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in this contract in relation to any such law, ordinance, regulation, order or decree the Contractor shall forthwith report the same to the Engineer in writing.

~~B.—The attention of the Contractor is directed to, and he agrees to comply with, all of the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages; and he further agrees to the forfeitures provided for in said Code in the event a violation of any of the provisions occurs in the execution of this contract.~~

C.—The mentioning of certain statutes in this contract shall not relieve the Contractor from the responsibility of complying with any other statutes applicable to the service or rental to be furnished hereunder.

Micro Fiche

D.—The Contractor shall indemnify the State against all loss and damage to the Contractor's property or equipment during its use under this contract and he shall at his own expense maintain such fire, theft, liability or other insurance as he deems necessary for his protection. The Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this contract or by operations of the Contractor or his employees under this contract.

E.—The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments INCLUDING SALES TAXES required by law or otherwise shall be included in the price bid and no additional allowance will be made therefor, unless separate payment provision should specifically be provided for.

F.—It is expressly agreed that all persons engaged on this work are employees of the Contractor and that none are employees of the Department of Transportation of the State of California.

~~G.—If contract bonds are required, alterations, extensions of time, extra and additional work and other authorized contract changes may be made without securing consent of the surety company and bonds.~~

H.—The Contractor warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul this contract without liability, paying only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

I.—Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the traveling public from injury and damage from such equipment.

Yol	Var	
Co.	Route	P.M.

Materials to be used and application rates on a per acre basis as follows:

2,4-D Amine - 2 Qts. per acre	D.S.M.A. - 1 to 2 Gal. per acre
AT-90 - 1-2 Lbs. per acre	Ureabor - 2 Lbs. per acre
Karmex - 5 Lbs. per acre	M.S.M.A. - 2 Qts. per acre
Phytar - 3 Qts. per acre	Dowpon C - 15 Lbs. per acre
Princep - 5 Lbs. per acre	Amate X ^e - 60 Lbs. per acre
Krovar - 5 Lbs. per acre	Surfactant - 1 Qt. per acre
Hyvar X - 2-4 Lbs. per acre	

It is understood that control and/or eradication of the aforementioned noxious weeds, other than puncture vine, will be undertaken on State highway rights of way only when similar action is being taken on the abutting properties and County roads.

It is further understood that the following rates for labor, equipment and supplies will apply. Micro Fiched

Labor	\$5.50 per hour
Spraying outfit complete	\$16.00 per day
Supplies	Cost plus sales tax, if such applies

The County of Yolo agrees, pursuant to Government Code Section 895.4, to indemnify and hold harmless the State of California from any liability imposed for injury (as defined by Government Code Section 810.8) caused by a negligent or wrongful act or omission occurring in the performance of this agreement.

AMOUNT NOT TO EXCEED: \$6,300.00

THIS CONTRACT EXPIRES: June 30, 1975

This contract supersedes Service Contract No. 38055

Vol
Co.Var
Route

P.M.

FAIR EMPLOYMENT PRACTICES

In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, sex, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (Standard Form 809) to be provided by the awarding authority setting forth the provisions of this Fair Employment Practices section.

(2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, (Standard Form 808) to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(3) The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

(4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's prequalification rating, if any, and for refusing to establish, re-establish or renew a prequalification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his prequalification rating will be revoked at the expiration of such period.

(5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damages from any monies due the Contractor from the State of California.

(6) (a) Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.

FILED

JUL-8-1974

LAURENCE B. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

1 AGREEMENT NO. 74-117

2 Extension of Lease

3
4 THIS EXTENSION OF LEASE made and entered into this 8th
5 day of July, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter referred to
7 as LESSOR, and BERRYESSA AMATEUR RADIO KLUB, an incorporated
8 association, hereinafter referred to as LESSEE,

9 WITNESSETH: Micro Ficheq

10
11 RECITALS:

- 12 1. The parties hereto have heretofore entered into Agreement No.
13 73-64 to lease certain real property located on Mt. Berryessa
14 in Yolo County;
- 15 2. The parties desire to extend said Lease.

16 AGREEMENTS:

- 17 1. The term of this agreement shall be extended for one year,
18 commencing on July 1, 1974 and terminating June 30, 1975;
- 19 2. In all other respects, the terms and conditions of said Agree-
20 ment No. 73-64 are hereby ratified and confirmed.

21 IN WITNESS WHEREOF, the parties hereto have executed
22 this Extension of Lease as of the date hereinabove set forth.

23 COUNTY OF YOLO, a political subdivi-
24 sion of the State of California

25 BY W. E. Human

CHAIRMAN OF THE BOARD OF SUPERVISORS

26
27
28 BERRYESSA AMATEUR RADIO KLUB, an
29 incorporated association

30 BY Harry L. Fredericks

31 HARRY L. FREDERICKS
32 President, BARK

RECEIVED

AUG - 3 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

AUG - 3 1974

LAURENCE P. HENIGAN, Clerk

By..... BAREBARA A. RODGERS
Deputy

1 AGREEMENT NO. 74-118

2 (Agreement for Family Nurse Practitioner)

3
4 THIS AGREEMENT made and entered into this 8th day of
5 July, 1974, by and between the COUNTY OF YOLO, a politi-
6 cal subdivision of the State of California, hereinafter called
7 COUNTY, and CHERIE SMITH, hereinafter called CONTRACTOR,

8 W I T N E S S E T H:

9 Micro Fiched

10 RECITALS:

- 11 1. CONTRACTOR is a licensed family nurse practitioner.
12 2. COUNTY has the need for said services of such a family nurse
13 practitioner for a limited period of time.

14 AGREEMENTS:

- 15 1. CONTRACTOR shall perform the following services for COUNTY:
16 A. Using basic nursing knowledge and skills of interviewing,
17 observation, counselling, guidance, and health instruction
18 as required,
19 B. CONTRACTOR shall be responsible for clinic management of
20 patients whose condition falls within her scope of compe-
21 tence.
22 C. Coordinating patient and family care.
23 D. While working independently, and as an independent contrac-
24 tor, under general medical supervision, CONTRACTOR shall
25 perform the following specialized services:
26 1) Takes detailed health history.
27 2) Does complete physical appraisals using the basic
28 skills of palpation, percussion, and auscultation.
29 3) Orders necessary laboratory tests.
30 4) Takes appropriate smear and cultures.
31 5) Draws blood for test purposes.
32 6) Gives immunizations.

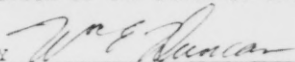
- 1 7) Diagnoses and treats common and/or relatively
2 stable illnesses.
3 8) Initiates prescriptions to be countersigned by
4 the physician for medications other than narcotics
5 or other dangerous drugs.
6 9) Conducts growth and development testing.
7 10) Gives health instruction to patients and families.
8 11) Counsels patient and families regarding total
9 health needs. Micro Fiched
10 12) Provides guidance and consultation to PHN staff PRN.
11 13) Refers patients to physician when appropriate.
12 14) Does problem centered recording.

- 13 2. CONTRACTOR shall provide said services at all times as an
14 independent contractor and not as an employee of the County
15 of Yolo.
16 3. For said services, CONTRACTOR shall be paid the sum of TEN
17 (\$10) DOLLARS per hour for a maximum of twenty (20) hours per
18 week. Said payment shall be made by COUNTY to CONTRACTOR
19 upon her submission of a claim to COUNTY, countersigned and
20 approved by the Health Officer of COUNTY.
21 4. CONTRACTOR shall commence services on the 1st day of July,
22 1974, and shall continue to perform said services until the
23 31st day of October, 1974. During said period of time,
24 CONTRACTOR shall work for a maximum of twenty (20) hours per
25 week.
26 5. Either party may terminate this contract upon delivery to the
27 other party of thirty (30) days' notice of such termination.

28 IN WITNESS WHEREOF, the parties hereto have executed this
29 agreement as of the day and year hereinabove set forth.

30 COUNTY OF YOLO, a political subdi-
31 vision of the State of California

32 BY


CHAIRMAN OF THE BOARD OF SUPERVISORS

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CONTRACTOR -

Cherie Smith

CHERIE SMITH

Micro Fiched

RECEIVED

FILED

AUG-11-1974

LAURENCE F. HENSON, Clerk

LAURENCE F. HENSON, Clerk
By BARBARA A. RODGERS

By _____
Deputy

AGREEMENT NO. 74-119

(Agreement for Family Nurse Practitioner)

THIS AGREEMENT made and entered into this 8th day of
July, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter called COUNTY,
and JOANN TROLINGER, hereinafter called CONTRACTOR,

W I T N E S S E T H: Micro Film

RECITALS:

1. CONTRACTOR is a licensed family nurse practitioner.
2. COUNTY has the need for said services of such a family nurse practitioner for a limited period of time.

AGREEMENTS:

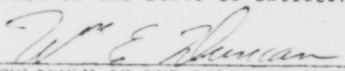
1. CONTRACTOR shall perform the following services for COUNTY:
 - A. Using basic nursing knowledge and skills of interviewing, observation, counselling, guidance, and health instruction as required,
 - B. CONTRACTOR shall be responsible for clinic management of patients whose condition falls within her scope of competence.
 - C. Coordinating patient and family care.
 - D. While working independently, and as an independent contractor, under general medical supervision, CONTRACTOR shall perform the following specialized services:
 - 1) Takes detailed health history.
 - 2) Does complete physical appraisals using the basic skills of palpation, percussion, and auscultation.
 - 3) Orders necessary laboratory tests.
 - 4) Takes appropriate smear and cultures.
 - 5) Draws blood for test purposes.
 - 6) Gives immunizations.

- 1 7) Diagnoses and treats common and/or relatively
2 stable illnesses.
- 3 8) Initiates prescriptions to be countersigned by
4 the physician for medications other than narcotics
5 or other dangerous drugs.
- 6 9) Conducts growth and development testing. Micro Fiched
- 7 10) Gives health instruction to patients and families.
- 8 11) Counsels patient and families regarding total
9 health needs.
- 10 12) Provides guidance and consultation to PHN staff PHN.
- 11 13) Refers patients to physician when appropriate.
- 12 14) Does problem centered recording.
- 13 2. CONTRACTOR shall provide said services at all times as an
14 independent contractor and not as an employee of the County
15 of Yolo.
- 16 3. For said services, CONTRACTOR shall be paid the sum of TEN
17 (\$10) DOLLARS per hour for a maximum of twenty (20) hours per
18 week. Said payment shall be made by COUNTY to CONTRACTOR
19 upon her submission of a claim to COUNTY, countersigned and
20 approved by the Health Officer of COUNTY.
- 21 4. CONTRACTOR shall commence services on the 1st day of July,
22 1974, and shall continue to perform said services until the
23 31st day of October, 1974. During said period of time,
24 CONTRACTOR shall work for a maximum of twenty (20) hours per
25 week.
- 26 5. Either party may terminate this contract upon delivery to the
27 other party of thirty (30) days' notice of such termination.

28 IN WITNESS WHEREOF, the parties hereto have executed this
29 agreement as of the day and year hereinabove set forth.

30

31 COUNTY OF YOLO, a political subdivi-
32 sion of the State of California

BY 
CHAIRMAN OF THE BOARD OF SUPERVISORS

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CONTRACTOR -

Joann Trollinger
JOANN TROLLINGER

Micro Fiched

FILED

JUL - 5 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodger*

1 AGREEMENT NO. 74-120

2 THIS AGREEMENT dated this 5th day of July 1974, by and
3 between WILLIAM MILES, hereinafter referred to as SELLER, and
4 the COUNTY OF YOLO, a political subdivision of the State of
5 California, hereinafter referred to as COUNTY.

6 Micro Fiched

7 W I T N E S S E T H:

8 SELLER agrees to sell and COUNTY agrees to purchase the
9 hereinafter described real property upon the terms and conditions
10 hereinafter set forth:

11 1. The real property referred to above is located in the County
12 of Yolo, State of California, and is more particularly
13 described as follows:

14 Parcel 1

15 The North half of the North half of Section 30 and the
16 North half of the Northwest Quarter of Section 29,
Township 9 North, Range 3 East, M.D.B. & M.

17 Parcel 2

18 The South one-half of the North one-half of Section 30
19 and the South one-half of the Northwest Quarter of
Section 29, Township 9 North, Range 3 East, M.D.B. & M.

20 2. The purchase price is the sum of \$528,000.00.

21 3. COUNTY possesses the power of eminent domain and is acquiring
22 the property pursuant to this agreement in lieu of the
23 condemnation thereof, and SELLER intends to sell the property
24 pursuant to this agreement under the threat of such condemna-
25 tion.

26 4. COUNTY agrees as follows:

27 (a) To deposit the purchase price in escrow with Western
28 Title Guaranty Company, Second and Court, Woodland,
29 California, escrow numbers 68003 and 68004, within
30 ten (10) days of the consummation of this agreement

1 by it pursuant to the provisions of Government Code
2 Section 25350. Micro Film

3 5. Title is to be free from all liens, encumbrances, easements,
4 restrictions, rights and conditions of record or known to
5 SELLER except for items 2 through 7 as set forth in each of
6 the preliminary title reports dated June 28, 1974 issued by
7 Western Title and Guaranty Company and numbered 68003 and
8 68004. The leases referred to in said title reports will
9 remain in full force upon ownership by the County. SELLER
10 shall furnish to COUNTY at COUNTY'S expense a standard form
11 California Land Title Insurance policy insuring title in
12 COUNTY subject only to liens, encumbrances, easements, restric-
13 tions, rights and conditions set forth as 2 through 7 in each
14 of the preliminary reports referred to above. If SELLER fails
15 to deliver title as herein provided, then either party hereto
16 may terminate this agreement, or the parties may mutually agree
17 in writing that SELLER shall have sixty (60) days thereafter
18 in which to remove any defects in title other than those
19 set forth in items 2 through 7 referred to above.

20 6. SELLER shall pay all property taxes which are due and payable
21 on the closing date. Taxes will not be prorated but SELLER
22 will seek appropriate refund pursuant to Revenue & Taxation
23 Code Sections 4986 and 5096.

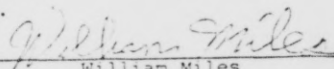
24 7. Title shall vest as follows: COUNTY OF YOLO, a political
25 subdivision.

26 8. SELLER agrees as follows:

27 (a) To pay all acknowledgment and recording fees incurred
28 in this transaction and for any documentary stamps
29 required.
30

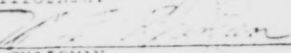
- 1 (b) To permit the entry upon said premises upon the
2 execution of this agreement of surveyors or engineers
3 for the purpose of surveying said property and of
4 persons required to perform the investigation required
5 by COUNTY for the preparation of plans and specifica-
6 tions for improvements to be constructed thereon.
- 7 9. COUNTY shall have the right to enter into possession of the
8 property upon the close of escrow. Micro Fiched
- 9 10. This agreement is conditioned upon consummation of the purchase
10 in accordance with the procedures set forth in Government
11 Code Section 25350 within thirty (30) days from the execution
12 of this agreement by County.
- 13 11. Escrow instructions signed by SELLER and COUNTY shall be
14 delivered to the escrow holders, within ten (10) days from
15 consummation as described in paragraph 10 above and shall
16 provide for closing within ten (10) days from the opening of
17 escrow, subject to written extension signed by SELLER and
18 COUNTY.
- 19 12. Time is of the essence of this agreement.
- 20 13. SELLER signature hereon constitutes an offer to sell the real
21 estate described above. Unless this agreement is executed by
22 COUNTY within ten (10) days hereof, this offer shall be deemed
23 revoked.

24 IN WITNESS WHEREOF, SELLER has executed this agreement the
25 day and year first above written.

26 
27 William Miles

28
29 IN WITNESS WHEREOF, the COUNTY OF YOLO has executed this
30 agreement on the 8th day of July, 1974.

COUNTY OF YOLO, a political
subdivision of the State of
California.

By 
CHAIRMAN
BOARD OF SUPERVISORS

FILED

JUL - 8 1974

LAURENCE P. HENIGAN, CLERK

Barbara C. Rodriguez

NOTICE OF INTENTION TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN of the intention of the Board of Supervisors of the County of Yolo to make a purchase of real property in the County of Yolo.

1. The description of the property proposed to be purchased is as follows:

All that real property situated in the County of Yolo, State of California, described as follows:

Micro Fiched

Parcel 1: The North half of the North half of Section 30 and the North half of the Northwest Quarter of Section 29, Township 9 North, Range 3 East, M.D.B. & M.

Parcel 2: The South one-half of the North one-half of Section 30 and the South one-half of the Northwest Quarter of Section 29, Township 9 North, Range 3 East, M.D.B. & M.

2. The purchase price is \$528,000.00.

3. The vendor of the property is WILLIAM MILES.

4. A statement of the time the Board will meet to consummate the purchase is 2:00 o'clock P. M., Monday, August 5th, 1974.

Dated: July 8th, 1974.

LAURENCE P. HENIGAN, County Clerk
ex officio Clerk of the Board of
Supervisors, County of Yolo,
State of California

BY

Barbara C. Rodriguez

DEPUTY

(SEAL)

RECEIVED

JUL 12 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

Agreement No. 74-121

(Agreement for Planning and Engineering service
for developing improved fishing access along
Putah Creek)

FILED

JUL 12 1974

LAURENCE P. HENIGAN, Clerk

By **BARBARA A. RODGERS**
Deputy

THIS AGREEMENT made and entered into this 8th day
of July, 1974, by and between the COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter
called COUNTY, and CREATIVE PLANNING AND MANAGEMENT, INC., a
corporation, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. COUNTY has acquired certain parcels of real property for the construction and development of a recreation area, generally known as the Putah Creek Fishing access.
2. COUNTY anticipates receipt of funds for said development at a future date uncertain.
3. Said project is of sufficient scope, magnitude and complexity as to require detailed planning, design, and analysis.
4. CONTRACTOR represents that it has expertise and experience in the planning, designing and analysis of such recreational facilities, upon which representation COUNTY relies in entering into this agreement.
5. A statement of the services to be rendered hereunder, based upon a proposal by CONTRACTOR, is incorporated herein by reference thereto, and designated as Exhibit "A".
6. The parties hereto have prepared a map or sketch of the boundaries of the said area and said project, a copy of which is attached hereto, and incorporated herein by reference thereto, and designated as Exhibit "B" herein.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY
AGREE AS FOLLOWS:

1. CONTRACTOR shall perform all services as defined and set forth in Exhibit "A" for the project described therein and in Exhibit "B".
2. For the services described in Sections A, B and C of Exhibit "A" COUNTY shall pay to CONTRACTOR a sum not to exceed THREE THOUSAND NINE HUNDRED DOLLARS (\$3,900), and based upon hourly rates for services actually rendered, and the following formula:

Principal/Project Manager	\$25.00 hour
Technician	\$20.00 hour
Junior Technician/Draftsman	\$15.00 hour
Clerical	\$ 8.00 hour
Survey Crew (2-man)	\$40.00 hour
(3-man)	\$56.00 hour
Printing and materials:	Cost + 5 %
Travel by Private Auto	.15 per mile

Micro Fiched

3. CONTRACTOR undertakes to perform the services described herein and deliver to COUNTY TWENTY (20) copies thereof, within (2) months of written authorization to proceed with said project signed by the Director of the Parks Department of COUNTY.
4. Upon the completion of said project, CONTRACTOR shall furnish and deliver to COUNTY copies of all written material developed or obtained by CONTRACTOR, including working papers and drawings, pertaining to or arising out of its work herein described.
5. Either party to this agreement may cancel same upon thirty (30) days written notice mailed to the other. All notices to be given to the parties shall be given by United States mail, postage prepaid, and addressed as follows:

COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CONTRACTOR:

CREATIVE PLANNING AND MANAGEMENT, INC.
111 Capitol Mall
Sacramento, California 95814

Micro Fiched

Upon such cancellation or termination, COUNTY shall pay to
CONTRACTOR a pro rata sum of said fee, based upon the amount
of work done by CONTRACTOR to date of cancellation.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdi-
vision of the State of California

BY *Wm E. Hansen*

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *Bairns & Rodgers*

DEPUTY

(SEAL)

CREATIVE PLANNING AND MANAGEMENT, INC.,
a California corporation

BY *Edgar H. Carlson*

EDGAR H. CARLSON, President

(SEAL)

Putah Creek: Fishing Access Installation

PROPOSAL FOR PLANNING AND ENGINEERING SERVICES; ASSISTANCE IN COORDINATING WITH AFFECTED AGENCIES; AND ASSISTANCE WITH CONTRACT ADMINISTRATION

A. Planning and Engineering Services:

1. Aerial mapping with ground survey - aerial photographs at a scale of 1" = 100' printed on mylar positives with topographic detail added from ground survey information will be used as base maps.
2. Preliminary schematic plan developed for Wildlife Conservation Board grant application will be analyzed and adjusted to fit site conditions revealed by step A-1 above. Micro Fiched
3. Required engineering, construction details, specifications and cost estimates to develop a bid package for accomplishing the work outlined in Yolo County's application for Wildlife Conservation Board grant will be prepared.
4. Twenty sets of plans, specifications and bid documents will be supplied for bidding and construction purposes.

B. Assistance in Coordinating with Affected Agencies

1. Under direction of the Yolo County Parks Director, attend one meeting each with staff representatives of the following agencies for the purpose of reviewing agency interest and criteria:
 - a. Yolo County Director of Public Works
 - b. State Division of Highways (Encroachment Permits for access to State Route 128)
 - c. Wildlife Conservation Board (Conformance with Grant Application and requirements for release of funds)

NOTE: The above meetings (3) are included in the lump sum proposal. Additional meetings requested by the Yolo County Parks Director will be billed in accordance with the schedule of rates and charges attached to this proposal.

C. Assistance with Contract Administration

1. Under direction of the Yolo County Parks Director, attend the following meetings to assist the County of Yolo in securing favorable bids.
 - a. One on-site meeting with prospective bidders during the bid period.

- b. Two inspections during the course of construction to insure that the general intent of the contract is met and work installed is substantially in compliance with the plans and specifications.
- c. One final inspection, as member of the inspection party, in accordance with Yolo County procedure for final inspection and acceptance of contract work.

NOTE: The above inspections (4) are included in the lump sum proposal. Additional inspections requested by the Yolo County Parks Director will be billed in accordance with the schedule of rates and charges attached to this proposal.

For the purposes of this agreement, the contracting parties will be Creative Planning and Management, Inc. and the County of Yolo. The engineering phase of the work will be supplied to CPM, Inc. by the firm of Gennis, Gray and Justice.

Fee and Time:

Micro Fiched

1. The work outlined in paragraphs A, B and C above will be completed for a lump sum fee of \$3,900.00.

We anticipate the work program necessary to bring the project to the point of advertising for bids will require 60 calendar days from the date of authorization to proceed by the County of Yolo.

2. Payment will be requested monthly. In no event shall the total payments to CPM exceed \$3,900.00 except as authorized in writing for additional services as noted above.

Payment of the final \$390.00 shall not be due or payable to CPM until the project is accepted as complete.

3. Schedule of Hourly Rates and Charges:

Principal/Project Manager	\$25.00 hour
Technician	\$20.00 hour
Junior Technician/Draftsman	\$15.00 hour
Clerical	\$ 8.00 hour
Survey Crew (2-man)	\$40.00 hour
(3-man)	\$56.00 hour
Printing and materials:	Cost + 5%
Travel by Private Auto	.15 per mile

EXHIBIT "B"

Micro Fished

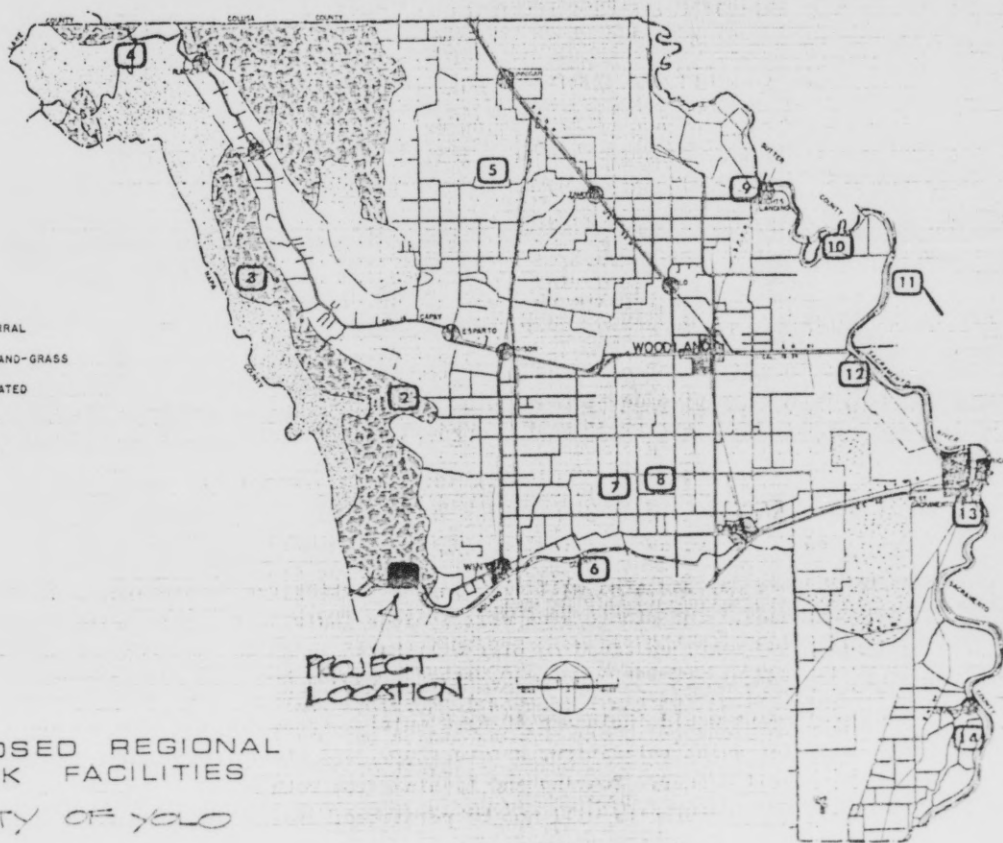
-  CHAPARRAL
-  WOODLAND-GRASS
-  CULTIVATED
-  GRASS
-  URBAN

PROJECT
LOCATION



PROPOSED REGIONAL
PARK FACILITIES

COUNTY OF YOLO



1 AGREEMENT NO. 74-122

2 MEMORANDUM OF UNDERSTANDING

3
4 THIS MEMORANDUM OF UNDERSTANDING entered into this 8th
5 day of July, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter referred to as
7 COUNTY, and the YOLO COUNTY DEPUTY SHERIFFS' ASSOCIATION, herein-
8 after referred to as ASSOCIATION,

9 W I T N E S S E T H:

Micro Fiched

10
11 RECITALS:

- 12 1. Pursuant to the provisions of Resolution No. 72-75, Employer-
13 Employee Relations Policy of the County of Yolo, the Board of
14 Supervisors of COUNTY by Minute Order No. 73-113 designated
15 ASSOCIATION as the recognized employee organization for a unit
16 consisting of all county employees of the Sheriff's Department
17 excluding elected officials, which unit is hereinafter referred
18 to as UNIT or SHERIFF'S UNIT.
- 19 2. Representatives of the Board of Supervisors of COUNTY and
20 representatives of ASSOCIATION have met and conferred regard-
21 ing wages, hours, and other terms and conditions of employment
22 concerning the general unit pursuant to the provisions of the
23 Meyers-Miliias-Brown Act and said Resolution No. 72-75.
- 24 3. Agreement has been reached by the representatives of COUNTY and
25 ASSOCIATION and both desire jointly to prepare a written memo-
26 randum of such understanding which shall not be binding, to
27 present to the governing body for determination pursuant to
28 the provisions of Government Code § 3505.1.

29 AGREEMENTS:

30 1. Salaries.

- 31 A. COUNTY agrees to adopt an ordinance setting forth the
32 basic pay plan for all employees of COUNTY within the UNIT

1 to read as set forth in Exhibit "A" attached hereto, which
2 Exhibit "A" is hereby incorporated by reference as if set
3 forth at length herein.

4 B. COUNTY agrees to amend § 32.1 of Ordinance No. 650 so as
5 to change the range designation for the classification of
6 Captain from \$29.5 to \$30.5 and that of Cook II from 15.5
7 to 17. Micro Fiched

8 2. Limitation. ASSOCIATION agrees that COUNTY is under no
9 obligation to adopt or enact provisions concerning wages,
10 hours, and other terms and conditions of employment, the
11 increase of salaries, retirement benefits or other matters
12 within the scope of representation other than those necessary
13 to accomplish the content of Paragraph 1 above.

14 3. Waiver. COUNTY and ASSOCIATION agree that the parties shall
15 not be required to meet and confer with respect to any subject
16 or matter pertaining to or covered by this agreement or other
17 matters within the scope of representation for the fiscal year
18 1974-75; provided, however, if any portion of this agreement
19 is held invalid by operation of law or by any tribunal or
20 competent jurisdiction, COUNTY is authorized to take any im-
21 mediate action to achieve compliance with law, and COUNTY shall
22 provide ASSOCIATION with an opportunity to meet and confer
23 with respect to further action to accommodate the agreements
24 contained herein to law.

25 4. Saving Clause. If any provision of this agreement should be
26 held invalid by operation of law or by any tribunal of compe-
27 tent jurisdiction, or if compliance with or enforcement of any
28 such provisions should be restrained by any such tribunal, the
29 remainder of this agreement shall not be affected thereby.

30 5. Term. This agreement shall remain in full force and effect
31 from July 1st, 1974 to and including June 30th, 1975 and so
32 far as it is permitted to do so by law, COUNTY shall take

1 action agreed to herein so as to be in effect as of July 1st,
2 1974 including, if necessary, the making of a foundational
3 declaration and later enactment of ordinances retroactive to
4 the first of July 1974. Micro Fiched

5 IN WITNESS WHEREOF, the parties hereto have executed
6 this Memorandum of Understanding this 8 day of July, 1974.

7
8 COUNTY OF YOLO, a political subdivi-
9 sion of the State of California

10 BY Arthur H. Edmonds

ARTHUR H. EDMONDS

11
12 BY Joe Espigares, Jr.

DESIGNATED REPRESENTATIVES

13
14
15 YOLO COUNTY DEPUTY SHERIFFS'
16 ASSOCIATION

17 BY Philip E. By

18
19 BY Philip E. By

20
21 APPROVED by final determination of the Board of Supervisors
22 of the COUNTY OF YOLO this 8 day of July, 1974.

23
24 COUNTY OF YOLO

25 BY William E. Duncan

WILLIAM E. DUNCAN, CHAIRMAN,
26 BOARD OF SUPERVISORS

27 ATTEST:
28 LAURENCE P. HENIGAN, CLERK

29 BY Laurence P. Henigan

DEPUTY

30 (SEAL)

EXHIBIT "A"

Micro Fiched

	<u>RANGE NO.</u>	<u>STEP A</u>	<u>STEP B</u>	<u>STEP C</u>	<u>STEP D</u>	<u>STEP E</u>
1						
2						
3						
4	S13.5	584	613	643	675	709
	S14	598	628	659	693	726
5	S14.5	613	643	675	709	745
	S15	628	659	693	726	764
6	S15.5	643	675	709	745	782
	S16	659	693	726	764	802
7	S16.5	675	709	745	782	822
	S17	693	726	764	802	843
8	S17.5	709	745	782	822	862
	S18	726	764	802	843	884
9	S18.5	745	782	822	862	906
	S19	764	802	843	884	928
10	S19.5	782	822	862	906	951
	S20	802	843	884	928	975
11	S20.5	822	862	906	951	998
	S21	843	884	928	975	1022
12	S21.5	862	906	951	998	1048
	S22	884	928	975	1022	1075
13	S22.5	906	951	998	1048	1100
	S23	928	975	1022	1075	1128
14	S23.5	951	998	1048	1100	1155
	S24	975	1022	1075	1128	1184
15	S24.5	998	1048	1100	1155	1214
	S25	1022	1075	1128	1184	1244
16	S25.5	1048	1100	1155	1214	1274
	S26	1075	1128	1184	1244	1305
17	S26.5	1100	1155	1214	1274	1338
	S27	1128	1184	1244	1305	1371
18	S27.5	1155	1214	1274	1338	1406
	S28	1184	1244	1305	1371	1440
19	S28.5	1214	1274	1338	1406	1476
	S29	1244	1305	1371	1440	1514
20	S29.5	1274	1338	1406	1476	1550
	S30	1305	1371	1440	1514	1589
21	S30.5	1338	1406	1476	1550	1628
	S31	1371	1440	1514	1589	1670
22	S31.5	1406	1476	1550	1628	1710
	S32	1440	1514	1589	1670	1753
23	S32.5	1476	1550	1628	1710	1795
24						
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YOLO COUNTY AGREEMENT NO. 74-123

COUNTY AGRICULTURAL COMMISSIONER'S SALARY AGREEMENT

Pursuant to Section 2222 of the Food and Agricultural Code, the DIRECTOR OF FOOD AND AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as Director, and the COUNTY OF YOLO, hereinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) Director and County agree that it is their intent to provide for an increase of the salary of the County Agricultural Commissioner and to compensate County for services performed by the County Agricultural Commissioner for the Department of Food and Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Food and Agricultural Code throughout the state, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Food and Agricultural Code.

(2) Director hereby agrees to pay to said County during the 1974-75 fiscal year a maximum sum of three thousand three-hundred and no/100 dollars (\$3,300) calculated as follows: MICRO Fiched

Payment will be at the rate of \$275 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reduction. Appointment of a qualified person to fill a vacancy shall not be at a lower monthly rate or range than the rate or range established for the Commissioner's position. Appointment to fill a vacancy may be for an interim or fixed period, but shall be of a qualified person.

(3) County agrees that during the term of this agreement, the Agricultural Commissioner's base salary will not be reduced below the base salary established for that position for the month of January, 1959.

(4) County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced to an amount so as to allow the \$3,300 payment to exceed two-thirds of the salary.

(5) Payment will be made at the end of said fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(6) The term of this agreement shall be from July 1, 1974 through June 30, 1975, subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 15th day of July, 1974.

C. B. CHRISTENSEN
DIRECTOR OF FOOD AND AGRICULTURE

FILED

BOARD OF SUPERVISORS
COUNTY OF YOLO

By Laurence P. Henigan LAURENCE P. HENIGAN, Clerk

Fiscal Officer

Deputy

Chairman

EXEMPTED FROM GOVERNMENT CODE SECTION 14780

PER DEPARTMENT OF GENERAL SERVICES

EXEMPTION NOTICE #9

DATED 11-1-71

Attest:

LAURENCE P. HENIGAN

Clerk of said Board

General Fund Chp. 375 By Barbara Rodgers
Budget Item 114

I hereby certify that provision has been made in the budget for payment of this contract.

FILED
JUL 16 1974
LAWRENCE F. HENIGAN, Clerk
By BARBARA A. RODGERS

AGREEMENT NO. 74-124

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 15th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA, hereinafter called GRANTEE,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for recreational purposes (31 CFR § 51.31(a)(1)(v)); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$2,700.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
14 of the Treasury to be prepared therefrom,
- 15 2) Document compliance with the matching funds
16 certification,
- 17 3) Permit the tracing of entitlement funds to a
18 level of expenditure adequate to establish
19 that such funds have not been used in viola-
20 tion of the restrictions and prohibitions of
21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefit of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY W. E. Hucan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY Balrissa Rodgers
11 DEPUTY

Micro Fiched

12 (SEAL)

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UNITED CHRISTIAN CENTERS OF THE
GREATER SACRAMENTO AREA

18

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BY

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UNITED CHRISTIAN CENTERS
EAST YOLO INTERAGENCY DAY CAMP
1974 REVISED BUDGET SUMMARY
(YOLO COUNTY REVENUE SHARING PORTION ONLY)

SALARIES AND PAYROLL TAXES 1,500

TRANSPORTATION 1,200

\$2,700

Micro Fiched

Approved by the United Christian Centers Board of Directors executive committee July 6, 1974.

FILED

JUL 16 1974

LAURENCE F. HENIGAN, Clerk
BARBARA A. RODGERS,
Clerk

1 AGREEMENT NO. 74-125

2 (Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT made and entered into this 15th day of
5 July, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY,
7 and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA,
8 hereinafter called GRANTEE,

9
10 W I T N E S S E T H:

Micro Fiched

11 WHEREAS, COUNTY has received and has on hand funds from
12 the Federal government under the State and Local Fiscal Assistance
13 Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for social
14 services for the poor or aged (31 CFR § 51.31(a)(1)(vii)); and

15 WHEREAS, GRANTEE has submitted an application and proposal
16 for a grant of funds for such purposes, a copy of which is
17 attached hereto; and

18 WHEREAS, the Board of Supervisors of the County of Yolo in
19 public hearings fully examined said proposal and has approved it
20 by Minute Order on July 1, 1974;

21 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
22 FOLLOWS:

23 1. COUNTY shall, upon execution of this agreement, pay
24 over to GRANTEE the sum of \$15,000.

25 2. GRANTEE promises and undertakes to use all of said
26 funds exclusively for said purposes, and in accordance with said
27 budget and proposal attached hereto, and further:

28 a. Agrees to comply with requirements of the State
29 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§
30 1221-1263) and with rules and regulations promulgated thereunder
31 (31 CFR Part 51);

32 b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
- 14 of the Treasury to be prepared therefrom,
- 15 2) Document compliance with the matching funds
- 16 certification,
- 17 3) Permit the tracing of entitlement funds to a
- 18 level of expenditure adequate to establish
- 19 that such funds have not been used in viola-
- 20 tion of the restrictions and prohibitions of
- 21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY *W. E. Henigan*
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY *Barbara Rodgers* Micro Fiched
11 DEPUTY

12 (SEAL)

13

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UNITED CHRISTIAN CENTERS OF THE
GREATER SACRAMENTO AREA

18

19

BY *George H. Turner*

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UNITED CHRISTIAN CENTERS
EAST YOLO SENIOR NUTRITION PROJECT
1974-75
REVISED BUDGET SUMMARY

SALARIES	6,813.00
PAYROLL TAXES	820.00
CONTRACTED SERVICES	900.00
Bookkeeping	Micro Fiched
Administrative Supervision	
SUPPLIES	5,267.00
Food	
Other (plates, cups, napkins, etc.)	
TRANSPORTATION	<u>1,200.00</u>
	\$15,000.00

Approved by the United Christian Centers Board of Directors executive committee July 8, 1974.

FILED

JUL 15 1974

LAURENCE P. HENIGAN, Clerk
By: BARBARA A. RODGERS
County

1 AGREEMENT NO. 74-126

2 (Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT made and entered into this 15th day of
5 July, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY,
7 and UNITED CHRISTIAN CENTERS OF THE GREATER SACRAMENTO AREA,
8 hereinafter called GRANTEE,

9
10 W I T N E S S E T H:

Micro Fiched

11 WHEREAS, COUNTY has received and has on hand funds from
12 the Federal government under the State and Local Fiscal Assistance
13 Act of 1972 (PL 92-512, 31 USC 1221-1263) to be used for social
14 services for the poor or aged (31 CFR § 51.31(a)(1)(vii)); and

15 WHEREAS, GRANTEE has submitted an application and proposal
16 for a grant of funds for such purposes, a copy of which is
17 attached hereto; and

18 WHEREAS, the Board of Supervisors of the County of Yolo in
19 public hearings fully examined said proposal and has approved it
20 by Minute Order on July 1, 1974;

21 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
22 FOLLOWS:

23 1. COUNTY shall, upon execution of this agreement, pay
24 over to GRANTEE the sum of \$25,000.

25 2. GRANTEE promises and undertakes to use all of said
26 funds exclusively for said purposes, and in accordance with said
27 budget and proposal attached hereto, and further:

28 a. Agrees to comply with requirements of the State
29 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§
30 1221-1263) and with rules and regulations promulgated thereunder
31 (31 CFR Part 51);

32 b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
- 14 of the Treasury to be prepared therefrom,
- 15 2) Document compliance with the matching funds
- 16 certification,
- 17 3) Permit the tracing of entitlement funds to a
- 18 level of expenditure adequate to establish
- 19 that such funds have not been used in viola-
- 20 tion of the restrictions and prohibitions of
- 21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY W. E. Henigan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Fiched

10 BY Barbara Rodgers
11 DEPUTY

12 (SEAL)

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16

UNITED CHRISTIAN CENTERS OF THE
GREATER SACRAMENTO AREA

17

18

BY George H. Turner

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UNITED CHRISTIAN CENTERS
EAST YOLO SENIOR CITIZENS/VOLUNTEERS
1974-75
REVISED BUDGET SUMMARY

SALARIES	12,000.00
Senior Citizens Program Coordinator Volunteers Coordinator	
HEALTH BENEFITS	120.00
PAYROLL TAXES	1,100.00
PROFESSIONAL FEES AND CONTRACT SERVICE PAYMENTS	6,910.00
Accounting Administrative Supervision Secretarial Janitorial	
SUPPLIES	400.00
TELEPHONE	720.00
POSTAGE	200.00
OCCUPANCY	2,400.00
LOCAL TRANSPORTATION	900.00
CONFERENCES	225.00
SUBSCRIPTIONS	<u>25.00</u>
	\$25,000.00

Micro Fiched

Approved by the United Christian Centers Board of Directors executive committee July 8, 1974.

RECEIVED

JUL 24 1974

LAURENCE P. HENIGAN, Clerk

By
Deputy

FILED

JUL 24 1974

LAURENCE P. HENIGAN, Clerk

By *Bartholomew Rodgers*
Deputy

AGREEMENT NO. 74-127

THIS AGREEMENT made and entered into this 15th day of

July, 1974, by and between the COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter called "County"
and YOLO ENGINEERS AND SURVEYORS, INC., licensed engineers,
Woodland, California, hereinafter called "Engineer";

Micro Fiched

W I T N E S S E T H:

WHEREAS, County intends to install street improvements and
appurtenances on that portion of Industrial Boulevard which extends
Northwesterly from Harbor Boulevard approximately 4300 feet in Eastern
Yolo County South of Interstate 80, and

WHEREAS, it is necessary that engineering services be obtained
for the preparation of plans and specifications for such work and for
related or incidental work thereto.

NOW, THEREFORE, the County and the Engineer agree as follows:

1. County employs Engineer to advise the Board of Supervisors of
the County of Yolo and its officers and agents in regard to the said proposed
work of construction and perform professional services, as hereinafter
provided in this Agreement with respect to the proposed Industrial Boulevard
Project.

2. Engineer shall furnish and perform, in a manner satisfactory to
County, the following professional services required for the design and
construction of street improvements and appurtenances proposed for
Industrial Boulevard Project, said services including, but not limited to the
following:

A. (1) The general planning of the work including the development of
design criteria and standards;

(2) Preliminary layouts;

(3) Final detailed design of all facilities, including preparation of
construction drawings and specifications;

(4) Detailed quantity and cost estimates of the work included.

(5) Consultation and advice during construction, including visits to the construction site and appropriate reports as required by the Department of Public Works.

B. Complete field surveys required for design and construction of facilities.

Micro Fiched

3. County shall pay to Engineer as compensation for all such services, a sum determined on the following basis:

A. The fee shall be a sum computed on a per diem basis in accordance with the Rate Schedule attached hereto as "Exhibit A" (and by reference made a part hereof):

4. The compensation provided for in Paragraph 3 above shall be paid to Engineer upon the following basis:

A. The compensation payable to Engineer set forth in Paragraph 3 above shall be paid to Engineer monthly in accordance with appropriate detailed billings therefor as determined by the Director of Public Works.

The maximum total compensation for said engineering services shall be three thousand (\$3,000.00) dollars.

5. Engineer shall furnish copies of all plans, specifications; and legal descriptions as may be required by the County for review, without charge.

6. This Agreement may be terminated at any time by County, in which case Engineer shall be paid for all services to date of termination performed under this Agreement.

7. Engineer shall exercise all of the care and judgement consistent with good engineering practices in the performance of its work under this Agreement. In addition, Engineer shall indemnify and hold the County harmless from any claims, liabilities, costs and expense as a result of any injury to persons or property resulting from the performance by Engineer of this Agreement.

8. This Agreement shall not be considered as giving exclusive authority to Engineer for performing all engineering services pertaining to the design of improvements in the proposed assessment district. County may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in Paragraph 2, ^{Micro Filled} without any liability of obligation to Engineer.

9. It is understood and agreed that any and all field survey notes, aerial photographs and other data collected and prepared in connection with the project shall become the property of the County as permanent records.

10. Engineer shall complete and present to County for approval final construction drawings and final cost estimate not later than six (6) months from date of contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF YOLO, a political
subdivision of the State of California

By W. E. Hurcan
Chairman of the Board of Supervisors,
County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN, CLERK

By Barbara Rodgers Deputy Clerk
(Seal)

YOLO ENGINEERS AND SURVEYORS, INC.
Licensed Engineers, Woodland, California

By She E E Henigan
Title: OFF-PROJECT

YOLO ENGINEERS & SURVEYORS, INC.
WOODLAND PHONE 4444 • DAVIS PHONE 2500 • WEST LEBY PHONE 374-0274
Post Office Box 3364 1216 Farming Avenue
WOODLAND, CALIFORNIA
95695

(EXHIBIT A)

YOLO ENGINEERS AND SURVEYORS, INC. - RATE SCHEDULE

Effective - June 1, 1974

Micro Fiched

1 man - drafting or calculating	\$ 19.00
1 man - field and office	18.00
1 man - Sub-Professional	21.00
1 man - Principal	25.00
2 man survey party	34.00
3 man survey party	51.00
4 man survey party	66.00
Hewlett Packard and 2 man party	51.00
Mileage, Automotive	@ \$5.17 per mile
Aircraft use	35.00 per hr.

The above quotations include reasonable amount of surveying supplies. Survey stakes used in topography surveys will be billed at cost.

Meals and lodging for employees required to remain away from home overnight will be billed at cost.

1 AGREEMENT NO. 74-128

2 MEMORANDUM OF UNDERSTANDING

3 Micro Fiched

4 THIS MEMORANDUM OF UNDERSTANDING entered into this 15th
5 day of July, 1974, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter re-
7 ferred to as COUNTY, and the YOLO COUNTY GOVERNMENT EMPLOYEES'
8 ASSOCIATION, a corporation, hereinafter referred to as ASSOCIATION,

9 W I T N E S S E T H:

XEROX
COPY

10 RECITALS:

- 11
12 1. Pursuant to the provisions of Resolution No. 72-75, Employer-
13 Employee Relations Policy of the County of Yolo, the Board of
14 Supervisors of COUNTY by Minute Order No. 72-1447 designated
15 ASSOCIATION as the recognized employee organization for a unit
16 consisting of all county employees, excluding the Sheriff's
17 Department personnel and elected officials, which unit is
18 hereinafter referred to as UNIT or GENERAL UNIT.
- 19 2. Representatives of the Board of Supervisors of COUNTY and
20 representatives of ASSOCIATION have met and conferred regard-
21 ing wages, hours, and other terms and conditions of employment
22 concerning the General Unit pursuant to the provisions of the
23 Meyers-Miliias-Brown Act and said Resolution No. 72-75.
- 24 3. Agreement has been reached by the representatives of COUNTY
25 and ASSOCIATION and both desire jointly to prepare a written
26 Memorandum of such understanding which shall not be binding,
27 to present to the governing body for determination pursuant to
28 the provisions of Government Code § 3505.1.

29 AGREEMENTS:

30 1. COMPASSIONATE LEAVE

31 The following provision shall supersede the provisions of
32 Paragraphs (i) and (j) of Section 2-6.36 of the Yolo County

1 Code as to employees in the General Unit: Regular employees
2 shall be entitled to compassionate leave because of death of
3 an employee's spouse, child, family, mother, brother, sister,
4 father-in-law, mother-in-law, grandchild, grandparent,
5 brother-in-law, sister-in-law, or relatives who are not mem-
6 bers of the immediate family, but who reside in the employee's
7 household, for a minimum of two days for each instance, but in
8 addition thereto a department head may authorize the use of
9 sick leave with the approval of the Personnel Director for
10 not to exceed a total of three days based on extenuating
11 circumstances.

Micro Fiched

12 2. DENTAL PLAN

13 The County of Yolo agrees to approve a dental plan for regular
14 employees and dependents similar to the 70-80-90 plan presently
15 made available by Crown Life Insurance of Canada and, further,
16 that the County pay \$4.83 per month of the premium cost to ^{on behalf of}
17 any regular employee who elects to participate in this plan. *Exp. 10/75*

18 3. ENERGY CRISIS LEAVE

19 The designated representatives of the parties agree that this
20 item shall be delayed for consideration at a later time, and
21 that at such time there also be considered any recommendations
22 upon this issue made by the County Administrative Council.

23 4. HEALTH INSURANCE

24 The County of Yolo agrees after consultation with the Yolo
25 County Government Employees' Association to seek proposals
26 for the provision of a more beneficial and comprehensive
27 health plan for the period commencing July 1st, 1975.

28 5. HOLIDAYS

29 The COUNTY agrees to enact an ordinance providing that the
30 second Monday in October known as Columbus Day shall no longer
31 be received as a holiday, but that in substitute therefor the
32 Friday in November immediately following the day designated

1 as Thanksgiving Day shall be received as a holiday.

2 6. MILEAGE ALLOWANCE

3 A. Rates

4 The COUNTY agrees to enact an ordinance providing that
5 the rates for mileage reimbursement be increased to the
6 sum of 15¢ per mile for the first 300 miles each month
7 and 12¢ per mile thereafter for each mile traveled on
8 County business.

Micro Fiched

9 B.

10 The COUNTY agrees that a mileage survey be conducted by
11 the County on June 1st of each year, the design of which
12 shall be determined after consultation with Association,
13 the survey for presentation to and consideration by the
14 Board of Supervisors in its budget deliberations.

15 7. SICK LEAVE

16 The parties agree that the provisions of Paragraphs (d) and
17 (e) of Section 2-6.36 of the Yolo County Code shall not be
18 applicable to employees in the General Unit, that such em-
19 ployees shall accrue sick leave from the time of appointment
20 as a regular employee, that such sick leave shall be credited
21 as of the first of each month, and shall be available as
22 credited, and the provisions of this paragraph shall prevail
23 over the provisions of said Section 2-6.36.

24 8. SALARIES

25 The COUNTY agrees to amend the salary ordinance of the County
26 so as to increase the salaries of all employees within the
27 General Unit by 8.9% retroactive to July 1st, 1974.

28 9. SALARY ON RECLASSIFICATION

29 The parties agree that upon reclassification of a position to
30 a class having a higher salary range, the employee so appointed
31 shall receive at least a five percent increase in salary, not-
32 withstanding the provisions of Section 2-6.19 (b) of the Yolo

County Code, and the provisions of this paragraph shall prevail over the provisions of the Section.

10. LAYOFF

The parties agree that the recommendations of the Administrative Council concerning layoff be considered when issued.

11. TEMPORARY COMPENSATION

Micro Fiched

The parties agree that the following paragraph shall prevail over and supersede the provision of Section 2-6.23(c) of the Yolo County Code: a regular employee who is temporarily assigned to duties and responsibilities of a position with a higher salary range for a period exceeding 10 working days may receive additional compensation with the prior approval of the County Executive in the amount equal to the difference between the employee's regular salary and the minimum step for the higher classification or one step above his present salary, whichever is higher. The additional compensation shall not commence until the employee has performed the duties of the higher classification for 10 working days.

12. VETERAN'S DAY

The Personnel Ordinance shall be amended so as to change the Veteran's Day holiday from the fourth Monday in October to November 11th.

13. The parties agree the COUNTY is under no obligation to take action with regard to the following matter discussed during the meet and confer sessions leading up to this Memorandum:

Compensatory Time

Educational Incentive

Health Insurance:

Upgrading Existing Plans

Dual Coverage Benefit

Holidays except as provided herein

Incentive Pay

1 Income Disability Plan
2 Legal Plan
3 Optical Plan
4 Overtime Compensation
5 Probationary Period:
6 Vacation
7 Journeyman and higher
8 Safety Retirement
9 Sick Leave
10 Time Off for Specified Employees
11 Uniform Allowance
12 Vacation

Micro Fiches

- 13 14. Coverage. This Memorandum governs only employees within
14 the General Unit established by COUNTY pursuant to its
15 Employer-Employee Relations Policy by Minute Order No. 72-1447
16 of the Board of Supervisors.
- 17 15. Term: If the Board of Supervisors makes its final determina-
18 tion adopting this agreement, this agreement shall remain in
19 full force and effect from July 1st, 1974 to and including
20 June 30th, 1975 and so far as it is permitted to do so by law,
21 COUNTY shall take action agreed to herein so as to be in
22 effect as of July 1st, 1974 including, if necessary, the making
23 of a foundational declaration and later enactment of ordinances
24 retroactive to July 1st, 1974.
- 25 16. Saving Clause: If any provision of this agreement should be
26 held invalid by operation of law or by any tribunal of compe-
27 tent jurisdiction, or of compliance with or enforcement of any
28 such provision should be restrained by any such tribunal, the
29 remainder of this agreement shall not be affected thereby.
- 30 17. Waiver: COUNTY and ASSOCIATION agree that the parties shall
31 not be required to meet and confer with respect to any subject
32 or matter pertaining to or covered by this agreement or other

1 matters within the scope of representation for the fiscal year
2 1974-75; provided, however, if any portion of this agreement
3 is held invalid by operation of law or by any tribunal of
4 competent jurisdiction, COUNTY is authorized to take immediate
5 action to achieve compliance with law, and COUNTY shall pro-
6 vide ASSOCIATION with an opportunity to meet and confer with
7 respect to further action to accommodate the agreements con-
8 tained herein to law. Micro Fiched

9 IN WITNESS WHEREOF, the parties hereto have executed this
10 Memorandum of Understanding this 15th day of July, 1974.

11 COUNTY OF YOLO, a political subdi-
12 vision of the State of California

13 BY Arthur H. Edmonds

ARTHUR H. EDMONDS

14 BY Joe Espigares, Jr.

15 JOE ESPIGARES, JR.
16 DESIGNATED REPRESENTATIVES

17
18
19 YOLO COUNTY GOVERNMENT EMPLOYEES'
20 ASSOCIATION

21 BY Richard T. Alcauskas

RICHARD T. ALCAUSKAS

22 BY John C. Cobb

23 JOHN C. COBB

24
25 APPROVED by final determination of the Board of Supervisors
26 of the COUNTY OF YOLO this 15th day of July, 1974.

27 COUNTY OF YOLO

28 BY William E. Duncan

29 WILLIAM E. DUNCAN, CHAIRMAN,
30 BOARD OF SUPERVISORS

31 ATTEST:
LAURENCE P. HENIGAN, CLERK

32 BY Pete E. Lucas

DEPUTY

(SEAL)

1 AGREEMENT NO. 24300

2 (Agreement for Janitorial Services)

3
4 THIS AGREEMENT made and entered into this 22nd day of
5 July, 1974, by and between the COUNTY OF YOLO, a political subdivi-
6 sion of the State of California, hereinafter called COUNTY, and
7 OTTO H. SPRINK, doing business as RELIABLE TRIMMERS, 511 Maple
8 Street, West Sacramento, California, hereinafter called CONTRACTOR,

9
10 W I T N E S S E T H:

Micro Fiched

11 1. In consideration of the covenants of COUNTY herein, CONTRACTOR
12 agrees to provide all labor, equipment, and supplies to pro-
13 vide the following janitorial services at the indicated
14 intervals to the Public Works Building located at 292 West
15 Beamer Street, Woodland, California, under the following terms
16 and conditions:

17 A. Services shall include:

18 1. DAILY:

- 19 a. Empty wastebaskets and ash trays.
20 b. Dust bookcases, filing cabinets, chairs,
21 horizontal desk surfaces and office equipment
22 throughout the building.
23 c. Clean drinking fountains and sinks.
24 d. Clean main lobby glass doors.
25 e. Damp mop main lobby floor.
26 f. Damp mop restroom floors. (Use lukewarm water
27 only - no chemicals)
28 g. Dust mop vinyl floors.
29 h. Damp wipe counter tops.
30 i. Damp wipe ash trays.
31 j. Spot wipe doors and walls, as required, to
32 maintain cleanliness.

- 1 k. Remove all accumulated trash to outside refuse
2 collection area.
- 3 l. Clean sinks in Planning and Public Works De-
4 partments.
- 5 m. Clean, disinfect, and polish wash basins,
6 toilet bowls, and urinals in restrooms. Wash
7 toilet seats, toilet seat lids, and dispensers.
- 8 n. Fill towel, soap, tissue, seat cover, and other
9 dispensers. (Supplies furnished by COUNTY).
- 10 o. Replace burned out light bulbs and fluorescent
11 tubes. (Replacements furnished by COUNTY).
- 12 p. Vacuum all carpets as needed. Micro Fiched
- 13 2. TWICE WEEKLY: (Tuesday and Friday)
- 14 Sweep sidewalks surrounding building and pick up
15 trash generated from sweeping.
- 16 3. WEEKLY:
- 17 a. Spot clean carpets as necessary.
- 18 b. Vacuum fabric covered furniture.
- 19 c. Buff vinyl floors.
- 20 d. Damp wipe all doors.
- 21 e. Dust vertical surfaces of desk, chairs, and
22 cabinets.
- 23 f. Damp wipe inside of wastebaskets - wash and
24 dry if necessary.
- 25 g. Clean toilet bowls with chemical cleaner.
- 26 h. Scrub restroom floors - lukewarm water only,
27 no chemicals.
- 28 i. Damp wipe ornamental wrought iron partitions.
- 29 j. Clean windows surrounding lobby glass doors.
- 30 4. MONTHLY:
- 31 a. Dust office and corridor walls.
- 32 b. Damp wash woodwork frames and trim.

- 1 c. Dust fluorescent light fixtures.
- 2 d. High dust moldings.
- 3 5. QUARTERLY:
- 4 Hand wash windows (plastic) inside and out --
- 5 use no metal or wood implements or abrasives --
- 6 soap and water only.
- 7 6. TWICE YEARLY:
- 8 a. Vacuum all carpets -- move furniture except
- 9 file and map cabinets, safes, and sensitive
- 10 equipment.
- 11 b. Wash all light fixtures. *Micro Fished*
- 12 c. Strip and wax vinyl floors.
- 13 d. Vacuum high grills.
- 14 7. ANNUAL:
- 15 a. Steam clean all rugs -- move all furniture.
- 16 b. Hand wash skylight windows (plastic) -- Use
- 17 no metal or wood implements or abrasives.
- 18 Use soap and water only.
- 19 8. AT ALL TIMES:
- 20 Maintain janitor storage room and equipment in a
- 21 neat and orderly condition.
- 22 B. The period of this contract shall be from 1 August 1974
- 23 through 30 June 1975.
- 24 C. Cleaning services shall be performed five days each
- 25 week except for weekday official Holidays recognized
- 26 by the COUNTY.
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- 1 D. Only the highest standards of cleanliness are acceptable.
2 Inability to achieve and maintain such standards may
3 result in issuance of a "Notice of Inadequate Performance"
4 specifying a 30-day warning period for attaining the
5 desired cleanliness. If appropriate standards are not
6 achieved within the 30-day period, the contract may be
7 revoked upon 15-day written notification to CONTRACTOR.
- 8 E. Supervisory personnel of CONTRACTOR shall make inspections
9 of the premises at least once each week to assure
10 adequate performance of contract specifications. One
11 day prior to the accomplishment of the annual and semi-
12 annual services CONTRACTOR shall notify the Department
13 Head, County Buildings and Grounds, phone 666-8208, that
14 such services are to be accomplished. Micro Fiched
- 15 F. Unusual occurrences or problems -- unlocked doors, stopped
16 up plumbing, leaks, broken windows or fixtures, etc. --
17 will be reported to the Department Head specified above.
- 18 G. Supplies furnished by COUNTY may be replenished by
19 CONTRACTOR notification of Department Head specified
20 above.
- 21 H. CONTRACTOR employees shall not use telephones, disturb
22 paper on desks, in cabinets or in drawers and shall not
23 tamper with personal property.
- 24 I. CONTRACTOR shall provide all equipment and supplies
25 necessary to accomplish the custodial tasks -- except
26 those items of supply specified herein which are to be
27 provided by COUNTY.
- 28 J. CONTRACTOR shall provide necessary containers to convey
29 trash to outside refuse collection point.
- 30 K. CONTRACTOR shall insure that all building lights are
31 out except those necessary for the cleaning crew in the
32 area being worked. Upon leaving the building, cleaning

- 1 crew must extinguish lights and lock all doors.
- 2 L. CONTRACTOR shall have each employee bonded for not
3 less than \$1,000.
- 4 2. In consideration of the covenants of CONTRACTOR herein,
5 COUNTY hereby agrees to pay the sum of FOUR HUNDRED SEVENTY-
6 FIVE (\$475) DOLLARS per month.
- 7 3. IT IS MUTUALLY AGREED AS FOLLOWS:
- 8 A. In the performance of the work, duty and obligations
9 devolving upon it under this agreement, CONTRACTOR is
10 at all times acting and performing as an independent
11 contractor conducting his business of rendering janitorial
12 service. Micro Fiched
- 13 B. The term of this agreement shall begin on 1 August 1974
14 and shall continue until 30 June 1975, unless sooner
15 terminated by COUNTY for inadequate performance in the
16 manner hereinabove set forth.
- 17 C. CONTRACTOR agrees to pay and save COUNTY harmless from
18 and to defend COUNTY against any and all claims arising
19 from any act, omission, or negligence of CONTRACTOR, or
20 its subcontractors, licensees, agents, servants or
21 employees.
- 22 D. During the term of this agreement, CONTRACTOR shall, at
23 his own expense, maintain in full force a policy or
24 policies of public liability insurance insuring COUNTY
25 and CONTRACTOR against liability for injury to persons
26 and property, and for death of persons arising from any
27 acts of injury or damage arising from any act, omission,
28 or negligence of CONTRACTOR or its subcontractors,
29 licensees, agents, servants, or employees. Each such
30 policy shall be subject to approval by COUNTY as to
31 form and insurer. The liability under such insurance
32 shall not be less than \$100,000 for any one person

1 injured or killed, not less than \$300,000 for any one
2 accident, and not less than \$50,000 for property damage.
3 CONTRACTOR shall provide COUNTY with certificates of all
4 policies. In addition, CONTRACTOR shall maintain
5 workman's Compensation insurance in the manner provided
6 by law; and shall provide COUNTY with a certificate
7 thereof.

8 E. It is hereby stipulated by CONTRACTOR that he has
9 inspected the premises and finds them to be in safe
10 condition. Micro Fiched

11 F. No alteration or variation of the terms of this agreement
12 shall result unless made in writing and signed by the
13 parties hereto and no oral understandings or agreements
14 not incorporated herein, no alterations or variations
15 in the terms hereof unless so made, shall be binding
16 on the parties.

17 IN WITNESS WHEREOF, the parties hereto have
18 executed this agreement as of the day and year hereinabove set
19 forth.

20 COUNTY OF YOLO, a political subdi-
21 vision of the State of California

22 BY Betty G. Marchand
23 CHAIRMAN OF THE BOARD OF SUPERVISORS

24
25 BY Otto H. Sprink
26 OTTO H. SPRINK, doing business as
27 RELIABLE MAINTENANCE, CONTRACTOR
28
29
30
31
32

RECEIVED

AUG-2 1974

LAURENCE P. HENIGAN, Clerk

FILED

AUG-2 1974

LAURENCE P. HENIGAN, Clerk

Deputy

AGREEMENT NO. 74-130

By *Barbara Rodger*
Deputy

(Agreement for Professional and Technical
Services for the Yolo County Health Dept.)

THIS AGREEMENT made and entered into this 22nd day of
July, 1974, by and between the COUNTY OF YOLO, a
political subdivision of the State of California, hereinafter re-
ferred to as COUNTY, and CONNERLY & ASSOCIATES, Consultants,
hereinafter referred to as CONTRACTOR,

Micro Fiched

W I T N E S S E T H:

WHEREAS, CONTRACTOR has submitted to COUNTY, pursuant to
Minute Order No. 74-506 and Agreement No. 74-74, a series of
reports containing a proposed housing code and various recommenda-
tions relating to the adoption thereof; and

WHEREAS, it is the desire of COUNTY to study in greater
detail the proposed housing code and related recommendations for
implementation; and

WHEREAS, it is also the desire of COUNTY to subject the
housing code and related implementation plan for a comprehensive
program of community hearings and citizen participation; and

WHEREAS, COUNTY desires professional and technical
assistance in connection with its public hearings and meetings
at which the proposed housing code is to be discussed,

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. CONTRACTOR shall make himself available, as needed,
to meet with COUNTY, interested citizen groups, professional
organizations, trade associations, and others assigned by COUNTY
for the purpose of discussing the Phase I and Phase II housing
code reports previously submitted by CONTRACTOR.

2. CONTRACTOR shall submit to COUNTY a written report
and critique of major issues generated during the course of
public discussions.

1 3. CONTRACTOR shall provide general consultation to
2 COUNTY in evaluation and incorporation of public responses to the
3 proposed housing code and implementation plan.

4 4. CONTRACTOR shall report to and coordinate his efforts
5 with the Director of Health or his agent, the Chief of Environ-
6 mental Health of the Department of Health. Micro Fiched

7 5. COUNTY shall compensate CONTRACTOR at the rate of
8 \$150 per eight-hour day, or \$18.75 per hour. Any other expenses
9 required in the performance of this contract shall be compensated
10 at actual cost to CONTRACTOR, except that expenses for travel by
11 automobile shall be reimbursed at the rate of \$.15 per mile.
12 COUNTY shall compensate CONTRACTOR for travel from and to Sacra-
13 mento, California, when in the performance of this Agreement.
14 CONTRACTOR shall seek no reimbursement for per diem or lodging
15 while performing within the boundaries of COUNTY.

16 6. The total amount of compensation and payment authorized
17 and provided for in this Agreement for the above services and all
18 of the above referred to expenses shall under no circumstances
19 exceed the sum of TWO THOUSAND (\$2,000) DOLLARS. Any and all
20 expenses incurred or services rendered in excess of said sum shall
21 be deemed by the parties to be volunteered by CONTRACTOR.

22 7. Payment shall be made to CONTRACTOR on a monthly basis
23 upon his presentation of a claim countersigned by the Director of
24 Health setting forth hours of work performed and the related ex-
25 penses.

26 8. This Agreement is entered into pursuant to Minute
27 Order No. 74-506 and services subsequent to July 1st, 1974 shall
28 be compensated as provided for herein. This contract shall termi-
29 nate on August 31, 1974.

30 IN WITNESS WHEREOF, the parties hereto have executed this
31 agreement as of the day and year hereinabove set forth.
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COUNTY OF YOLO, a political subdi-
vision of the State of California

BY Bob A. Marchand
Vice CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

CONTRACTOR -

CONNERLY & ASSOCIATES

BY Ward Connerly
WARD CONNERLY

RECEIVED

AUG 14 1974

LAURENCE P. HENIGAN, Clerk

By..... Deputy

FILED

AUG 14 1974

LAURENCE P. HENIGAN, Clerk

By...BARBARA A. RODGERS
Deputy

AGREEMENT NO. 74- 131

(Agreement for Use of the Winters Dump)

THIS AGREEMENT made and entered into this 22nd day of July, 1974, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and the CITY OF WINTERS, hereinafter referred to as CITY,

W I T N E S S E T H: Micro Fiched

WHEREAS, the parties hereto have heretofore entered into Agreements No. 72-299 and No. 74-68; and

WHEREAS, there presently exists a continuing need for residents of the unincorporated areas of the County of Yolo to deposit refuse in the Winters City Dump; and

WHEREAS, it is desired by the parties hereto to enter into a new agreement setting forth their rights and obligations respecting said Winters City Dump from and after July 1st, 1974,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The residents of the unincorporated area of Yolo County and the County of Yolo itself shall have the privilege of depositing refuse in the Winters City Dump in the manner and at the times as CITY may prescribe by rules and regulations governing said dump.

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay to CITY the sum of THREE HUNDRED SIXTY-EIGHT (\$368) DOLLARS per month.

3. The term of this agreement shall commence on the first day of July 1974 and shall terminate on the 30th day of June, 1975, unless terminated by either party by thirty (30) days' written notice of intention to terminate.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement the day and year first above written.

3 COUNTY OF YOLO

4 BY Boby A Marchand
5 *Vice* CHAIRMAN OF THE BOARD OF SUPERVISORS

6 ATTEST:

7 LAURENCE F. HENIGAN, CLERK

8 BY Burt A. Rodgers
9 DEPUTY

Micro Filled

10 (SEAL)

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CITY OF WINTERS

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BY John A. Hester
Mayor

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ATTEST:

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Louis A. Taylor
City Clerk

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RECEIVED

JUL 11 1974

LAURENCE P. HENIGAN, Clerk

FILED

JUL 11 1974

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS

By.....
Deputy

AGREEMENT NO. 74-132

(Emergency Employment Act Subgrantee Agreement)

THIS AGREEMENT made and entered into this 22nd day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the CITY OF WOODLAND, a political subdivision, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

RECITALS:

Micro Fiched

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as PROGRAM AGENT under that Act.
2. The County of Yolo has accepted that designation and applied for funds under that Act.
3. Under that Act PROGRAM AGENT may allocate funds of the Act to agencies of local jurisdiction within the County as SUBGRANTEES.
4. The County of Yolo as PROGRAM AGENT remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those SUBGRANTEES to whom it allocates funds received under the Act.
5. SUBGRANTEE is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS:

1. PROGRAM AGENT shall grant to SUBGRANTEE the sum of SIX THOUSAND SIX HUNDRED SEVENTY-SEVEN (\$6,677) DOLLARS in

- 1 accordance with approved applications from funds allocated to
2 PROGRAM AGENT by Department upon approval and receipt of said
3 amount by PROGRAM AGENT pursuant to its application to the
4 Department.
- 5 2. SUBGRANTEE shall use said funds only for the purposes and
6 amounts set forth in the approved grant.
- 7 3. SUBGRANTEE shall comply with all requirements of the Act, the
8 regulations thereunder, and the grant conditions. *Micro Fiched*
- 9 4. SUBGRANTEE shall comply with such disbursement and accounting
10 procedures as are established by the Auditor-Controller of
11 PROGRAM AGENT.
- 12 5. SUBGRANTEE shall maintain its records in the manner proscribed
13 by the regulations and other instructions of the Department
14 and said records will be available for audit by PROGRAM AGENT
15 and the appropriate agencies of the United States Government.
- 16 6. SUBGRANTEE shall maintain and make available to PROGRAM AGENT
17 such documents, records, and accounts as are required to
18 assure a proper accounting for all project funds it receives
19 and as are required to enable PROGRAM AGENT to make such
20 reports as are required to be made by it to the Department.
- 21 7. PROGRAM AGENT shall have the right to monitor and modify
22 SUBGRANTEE's program through procedures similar to those used
23 by the Department as per Paragraph Four (4) of the grant
24 conditions as attached as Exhibit "A" to this agreement.
- 25 8. This subgrant is subject to modification if the Department
26 amends the grant of PROGRAM AGENT in such a way that it affects
27 the subgrant.
- 28 9. SUBGRANTEE will provide a budget with all necessary backup
29 information to reflect the total amount of the subgrant and
30 provide adequate information for reports of PROGRAM AGENT.
- 31 10. PROGRAM AGENT retains the right to make adjustments in payments
32 in the same manner as specified in Title 29, § 55.25 of the

1 Code of Federal Regulations and to terminate a subgrant for
2 cause in the same manner as specified in Title 29, § 95.70
3 of the Code of Federal Regulations.

- 4 11. In the event that SUBGRANTEE fails to comply with any or all
5 of the above, SUBGRANTEE shall hold PROGRAM AGENT free and
6 harmless from any and all liability caused by such non-
7 compliance, and shall reimburse PROGRAM AGENT any funds paid
8 out by PROGRAM AGENT due to such noncompliance of SUBGRANTEE.
- 9 12. This subgrant will not become effective and operative unless
10 and until the grant agreement between PROGRAM AGENT and the
11 Department has been executed, and shall terminate on March
12 31st, 1975. Micro Filled

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 agreement as of the day and year hereinabove set forth.

15 PROGRAM AGENT:

16 COUNTY OF YOLO, a political subdivi-
17 sion

18 BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:
20 LAURENCE P. HENIGAN, CLERK

21 BY Barbara A. Bolger
DEPUTY

22 (SEAL)
23
24

25 SUBGRANTEE:

26 CITY OF WOODLAND, a political subdivi-
27 sion

28 BY Don E. Myer
MYER

29 ATTEST:

30 Jean Harris
31 CITY CLERK

32 (SEAL)

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

Micro Filled

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subcontractors and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement. Included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15-7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

a. The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unspent at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employer's travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED

AUG 12 1974

LAURENCE P. HENIGAN, Clerk

By *Baldern Rodgers*
Deputy

1 AGREEMENT NO. 74-133

2 (Emergency Employment Act Subgrantee Agreement)

3
4 THIS AGREEMENT made and entered into this 22nd day of
5 July, 1974, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter re-
7 ferred to as PROGRAM AGENT, and the CITY OF DAVIS, a political
8 subdivision, hereinafter referred to as SUBGRANTEE,

9
10 W I T N E S S E T H:

Micro Fiched

11 RECITALS:

- 12 1. The United States Department of Labor acting under the
13 Emergency Employment Act of 1971, Public Law 92-54, herein-
14 after referred to as Act, has designated the County of Yolo
15 as PROGRAM AGENT under that Act.
16 2. The County of Yolo has accepted that designation and applied
17 for funds under that Act.
18 3. Under that Act PROGRAM AGENT may allocate funds of the Act
19 to agencies of local jurisdiction within the County as SUB-
20 GRANTEES.
21 4. The County of Yolo as PROGRAM AGENT remains responsible to
22 the United States Department of Labor, hereinafter referred
23 to as Department, for assuring compliance with the Act, the
24 regulations and the grant conditions pertaining to the Act for
25 itself and those SUBGRANTEES to whom it allocates funds re-
26 ceived under the Act.
27 5. SUBGRANTEE is eligible and has applied for funds under the
28 Act, and has read and is familiar with said Act, regulations,
29 and grant conditions.

30 AGREEMENTS:

- 31 1. PROGRAM AGENT shall grant to SUBGRANTEE the sum of TWENTY-NINE
32 THOUSAND FIVE HUNDRED TWENTY (\$29,520) DOLLARS in

- 1 accordance with approved applications from funds allocated to
2 PROGRAM AGENT by Department upon approval and receipt of said
3 amount by PROGRAM AGENT pursuant to its application to the
4 Department.
- 5 2. SUBGRANTEE shall use said funds only for the purposes and
6 amounts set forth in the approved grant.
- 7 3. SUBGRANTEE shall comply with all requirements of the Act, the
8 regulations thereunder, and the grant conditions.
- 9 4. SUBGRANTEE shall comply with such disbursement and accounting
10 procedures as are established by the Auditor-Controller of
11 PROGRAM AGENT. *Micro Fiched*
- 12 5. SUBGRANTEE shall maintain its records in the manner
13 proscribed by the regulations and other instructions of the
14 Department and said records will be available for audit by
15 PROGRAM AGENT and the appropriate agencies of the United States
16 Government.
- 17 6. SUBGRANTEE shall maintain and make available to PROGRAM AGENT
18 such documents, records, and accounts as are required to
19 assure a proper accounting for all project funds it receives
20 and as are required to enable PROGRAM AGENT to make such
21 reports as are required to be made by it to the Department.
- 22 7. PROGRAM AGENT shall have the right to monitor and modify
23 SUBGRANTEE's program through procedures similar to those
24 used by the Department as per Paragraph Four (4) of the grant
25 conditions as attached as Exhibit "A" to this agreement.
- 26 8. This subgrant is subject to modification if the Department
27 amends the grant of PROGRAM AGENT in such a way that it affects
28 the subgrant.
- 29 9. SUBGRANTEE will provide a budget with all necessary backup
30 information to reflect the total amount of the subgrant and
31 provide adequate information for reports of PROGRAM AGENT.
- 32 10. PROGRAM AGENT retains the right to make adjustments in payments

- 1 in the same manner as specified in Title 29, Section 55.25
2 of the Code of Federal Regulations and to terminate a sub-
3 grant for cause in the same manner as specified in Title 29,
4 § 55.26 of the Code of Federal Regulations.
- 5 11. In the event that SUBGRANTEE fails to comply with any or all
6 of the above, SUBGRANTEE shall hold PROGRAM AGENT free and
7 harmless from any and all liability caused by such non-
8 compliance, and shall reimburse PROGRAM AGENT any funds paid
9 out by PROGRAM AGENT due to such noncompliance of SUBGRANTEE.
- 10 12. This subgrant will not become effective and operative unless
11 and until the grant agreement between PROGRAM AGENT and the
12 Department has been executed, and shall terminate on March
13 31st, 1975. ^{Micro Filled}

14 IN WITNESS WHEREOF, the parties hereto have executed this
15 agreement as of the day and year hereinabove set forth.

16 PROGRAM AGENT:

17 COUNTY OF YOLO, a political subdivi-
18 sion

19 BY Betsy A. Marchand

20 Vice CHAIRMAN OF THE BOARD OF SUPERVISORS

21 ATTEST:

22 LAURENCE P. HENIGAN, CLERK

23 BY Barbara Rodgers
24 DEPUTY

25 (SEAL)

26 SUBGRANTEE:

27 CITY OF DAVIS, a political subdivi-
28 sion

29 BY Frank A. Kulas

30 MAYOR

31 ATTEST:

32 Edward P. Rice
CITY CLERK

(SEAL)

UNITED STATES DEPARTMENT OF LABOR
MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subcontractors and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement, included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

a. "Grantee" means the Program Agent as defined in the regulations.

b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.

c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:

a. Subpart 1-15.7 of the Federal Procurement Regulations.

b. The terms of this grant.

c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unexpended at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employers' travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

RECEIVED

JUL 29 1974

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

FILED

JUL 29 1974

LAURENCE P. HENIGAN, Clerk

By.....
Deputy

AGREEMENT NO. 134

(Emergency Employment Act Subgrantee Agreement)

THIS AGREEMENT made and entered into this 22nd day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PROGRAM AGENT, and the REGENTS OF THE UNIVERSITY OF CALIFORNIA, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The United States Department of Labor acting under the Emergency Employment Act of 1971, Public Law 92-54, hereinafter referred to as Act, has designated the County of Yolo as PROGRAM AGENT under that Act.
2. The County of Yolo has accepted that designation and applied for funds under that Act.
3. Under that Act Program Agent may allocate funds of the Act to agencies of local jurisdiction within the County as Subgrantees.
4. The County of Yolo as Program Agent remains responsible to the United States Department of Labor, hereinafter referred to as Department, for assuring compliance with the Act, the regulations and the grant conditions pertaining to the Act for itself and those Subgrantees to whom it allocates funds received under the Act.
5. SUBGRANTEE is eligible and has applied for funds under the Act, and has read and is familiar with said Act, regulations, and grant conditions.

AGREEMENTS:

1. PROGRAM AGENT shall grant to SUBGRANTEE the sum of SIXTY-THREE THOUSAND EIGHT HUNDRED SEVENTY-THREE (\$63,873) DOLLARS in

- 1 accordance with approved applications from funds allocated to
2 PROGRAM AGENT by Department upon approval and receipt of said
3 amount by PROGRAM AGENT pursuant to its application to the
4 Department.
- 5 2. SUBGRANTEE shall use said funds only for the purposes and
6 amounts set forth in the approved grant.
- 7 3. SUBGRANTEE shall comply with all requirements of the Act, the
8 regulations thereunder, and the grant conditions.
- 9 4. SUBGRANTEE shall comply with such disbursement and accounting
10 procedures as are established by the Auditor-Controller of
11 PROGRAM AGENT. Micro Fiched
- 12 5. SUBGRANTEE shall maintain its records in the manner proscribed
13 by the regulations and other instructions of the Department
14 and said records will be available for audit by PROGRAM AGENT
15 and the appropriate agencies of the United States Government.
- 16 6. SUBGRANTEE shall maintain and make available to PROGRAM AGENT
17 such documents, records, and accounts as are required to
18 assure a proper accounting for all project funds it receives
19 and as are required to enable PROGRAM AGENT to make such
20 reports as are required to be made by it to the Department.
- 21 7. PROGRAM AGENT shall have the right to monitor and modify
22 SUBGRANTEE's program through procedures similar to those used
23 by the Department as per Paragraph Four (4) of the grant
24 conditions as attached as Exhibit "A" to this agreement.
- 25 8. This subgrant is subject to modification if the Department
26 amends the grant of PROGRAM AGENT in such a way that it affects
27 the subgrant.
- 28 9. SUBGRANTEE will provide a budget with all necessary backup
29 information to reflect the total amount of the subgrant and
30 provide adequate information for reports of PROGRAM AGENT.
- 31 10. PROGRAM AGENT retains the right to make adjustments in payments
32 in the same manner as specified in Title 29, § 55.25 of the

1 Code of Federal Regulations and to terminate a subgrant for
2 cause in the same manner as specified in Title 29, § 55.26
3 of the Code of Federal Regulations.

4 11. In the event that SUBGRANTEE fails to comply with any or all
5 of the above, SUBGRANTEE shall hold PROGRAM AGENT free and
6 harmless from any and all liability caused by such non-
7 compliance, and shall reimburse PROGRAM AGENT any funds paid
8 out by PROGRAM AGENT due to such noncompliance of SUBGRANTEE.

9 12. This subgrant will not become effective and operative unless
10 and until the grant agreement between PROGRAM AGENT and the
11 Department has been executed, and shall terminate on March
12 31st, 1975. Micro Fiched

13 IN WITNESS WHEREOF, the parties hereto have executed this
14 agreement as of the day and year hereinabove set forth.

15 PROGRAM AGENT:

16 COUNTY OF YOLO, a political subdi-
17 vision

18 BY Betsy A. Marchand
CHAIRMAN OF THE BOARD OF SUPERVISORS

19 ATTEST:
20 LAURENCE P. HENIGAN, CLERK

21 BY Barbara Rodgers
DEPUTY

22 (SEAL)
23
24
25

26 THE REGENTS OF THE UNIVERSITY
27 OF CALIFORNIA

28 BY William G. Miller
29

30 (SEAL)
31
32

UNITED STATES DEPARTMENT OF LABOR

MANPOWER ADMINISTRATION

Conditions Governing Grants

Under Section 9(a) (1), Public Law 92-54

A. Purpose

This grant of Federal funds provides for the planning and commencement of a program to provide employment to unemployed and underemployed persons pursuant to the Emergency Employment Act of 1971 (PL 92-54).

This grant of funds is not greater than 20% of the grantee's total allocation of funds under Section 9(a)(1) of the Act, as published in the Federal Register. The balance of the grantee's allocation under Section 9(a)(1), as established in the Federal Register, will be obligated under a modification to this grant after submission of an application by the grantee on the form provided by the Secretary, and acceptance thereof by the Secretary. The grantee agrees to submit such application for approval within 30 days after the effective date of this grant.

Micro. Fiched

B. Scope of Work

The grantee agrees to undertake a program within the area covered by the application to provide unemployed and underemployed persons with transitional employment providing needed public services. The grant is to cover the costs of planning an appropriate program; administration, including employment and training of a program staff; arrangements with subgrantees and other employing agencies; recruitment and selection of participants; and wages and fringe benefits for the initial complement of participants.

The grantee's application which describes the work to be undertaken is hereby attached and incorporated as part of this grant.

The grantee agrees to administer the program in accordance with the requirements of the regulations published by the Secretary of Labor at 29 CFR 55, a copy of which is attached and made a part of this agreement, included among these requirements are those respecting selection of participants, use of Federal funds, requirements for non-Federal share, requirements for record keeping and reporting, provisions respecting the compensation and working conditions of participants, non-discrimination requirements, specifications regarding adjustments in payments, and termination provisions. The grantee agrees to conform to all of the requirements of the regulations, including but not limited to those enumerated in this paragraph.

The grantee agrees to conduct the program in accordance with the Secretary's guidelines which are made available to the grantee at the time his application is requested.

In the event the regulations or the guidelines are amended at any time subsequent to the making of the grant, the grantee will comply with them, or will notify the Secretary within 30 days after receipt of the amendments that he cannot so conform, in which case the grant will be terminated in accordance with the regulations.

C. Provisions Governing Grants

1. Definitions

- a. "Grantee" means the Program Agent as defined in the regulations.
- b. "Grant Officer" means the person, who while acting within the scope of his authority, executes this grant document on behalf of the Federal Government.
- c. "Act" means Emergency Employment Act of 1971, PL 92-54.

2. Allowable Costs

- The Grantee shall be paid the allowable direct costs incident to grant performance as determined by:
- a. Subpart 1-15.7 of the Federal Procurement Regulations.
 - b. The terms of this grant.
 - c. The Regulations (29 CFR 55).

3. Amount of Grant

a. In the absence of a written amendment increasing the Federal share of this grant, the amount of the Federal obligation under this grant shall not exceed the smaller of (1) the "TOTAL FEDERAL OBLIGATION" dollar amount shown on the cover sheet or (2) 90 percent of the cost of the project. Any obligation incurred by the grantee in excess thereof shall be at the exclusive risk of the grantee.

b. Not less than 85% of the Federal funds obligated under the initial funding grant shall be expended by the grantee for wages and employment benefits to persons employed in public service jobs pursuant to the Act. The total number of jobs established by this initial funding grant will not exceed 30% of the planned total number of jobs to be established with the total allocation of funds.

c. Not less than 90% of the total Federal funds (including the initial funding) provided the grantee shall be expended for wages and employment benefits to persons employed in public service jobs pursuant to the Act.

4. Government Authorized Representative (GAR)

The U.S. Department of Labor's Grant Officer shall appoint a Government Authorized Representative (GAR) to monitor performance under this grant. He will represent the Grant Officer in all the program phases of the work but will not be authorized to change any of the terms and conditions of the grant. Such changes, if any, shall be accomplished only by the Grant Officer by a properly executed modification to this grant. Authorized representatives of the Manpower Administration shall at all times have the right to inspect, monitor and evaluate the work being performed under this grant.

5. Unexpended Funds

Any Federal funds remaining unexpended at the end of a grant period shall be returned to the Department of Labor when the final financial report for the grant is submitted.

6. Travel

Employee's travel will be authorized and reimbursed in accordance with the regulations issued by the employing unit to which the employee is assigned. In the absence of such regulation or any omission therein, the Federal Standard Government Travel Regulations issued by the Office of Management and Budget, Executive Office of the President, will apply.

FILED

JUL 29 1974

LAURENCE P. HENIGAN, Clerk

by Basma Rodgers
Deputy

1 AGREEMENT NO. 74-135

2 (Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT made and entered into this 29th day of
5 July, 1974, by and between the COUNTY OF YOLO, a
6 political subdivision of the State of California, hereinafter
7 called COUNTY, and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
8 hereinafter called GRANTEE,

9
10 W I T N E S S E T H: Micro Fiched

11 WHEREAS, COUNTY has received and has on hand funds from
12 the Federal government under the State and Local Fiscal Assistance
13 Act of 1972 (PL 92-512, 31 USC 1221-1263) to be used for recrea-
14 tional purposes (31 CFR 51.31(a)(1)(v)); and

15 WHEREAS, GRANTEE has submitted an application and proposal
16 for a grant of funds for such purposes, a copy of which is
17 attached hereto; and

18 WHEREAS, the Board of Supervisors of the County of Yolo in
19 public hearings fully examined said proposal and has approved it
20 by Minute Order on July 1, 1974;

21 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
22 FOLLOWS:

23 1. COUNTY shall, upon execution of this agreement, pay
24 over to GRANTEE the sum of \$2,700.

25 2. GRANTEE promises and undertakes to use all of said
26 funds exclusively for said purposes, and in accordance with said
27 budget and proposal attached hereto, and further:

28 a. Agrees to comply with requirements of the State
29 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-
30 1263) and with Rules and Regulations promulgated thereunder
31 (31 CFR Part 51);

32 b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
14 of the Treasury to be prepared therefrom,
15 2) Document compliance with the matching funds
16 certification,
17 3) Permit the tracing of entitlement funds to a
18 level of expenditure adequate to establish
19 that such funds have not been used in viola-
20 tion of the restrictions and prohibitions of
21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 BY Wm E Duncan

7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY Pauline A. Rodgers

11 DEPUTY

12 (SEAL)

Micro Fiched

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15
16 THE REGENTS OF THE UNIVERSITY OF
17 CALIFORNIA

18 BY Allen G. Marr

19 ALLEN G. MARR, Dean
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Community Services

YOLO SUMMER RECREATION 1974

Definition: Yolo Summer Recreation provides youngsters in this rural community with organized recreational activities and field trips supervised by a paid student coordinator. The program will be in session from July 1 through the 26. The last week in June will be a paid orientation session for the recreation leaders.

Micro Fiched

Statement of Need: There are no organized recreational activities in Yolo during the summer months. Boredom prevails during this period for the youngsters who live in this isolated, rural area. Many of the parents in Yolo work in the fields, which leaves some of the children without supervision during the day.

Services Provided: A four week session from 9:00 A.M. to 1:30 P.M. Monday through Friday is scheduled at a school site in Yolo. Activities include arts and crafts, sports, games and occasional field trips.

A free lunch program is funded by the state for low-income children, providing there is a supervised program to dispense the food. A recreation program is a necessity in order to make the needed food available.

Site: classroom; playground; Community High School, Yolo.

People Served: 40-50 youngsters from five to eighteen in age, Yolo.

Student Learning Experience: The coordinators have an opportunity to be exposed and to work in a small, rural community. Many of the residents are Chicano and are from a low-income background. The student has an opportunity to develop and to implement his or her own ideas in the context of this situation. The need for personal sensitivity and awareness in working in such a community is as important as having experience in recreation work.

Training: Prior experience is necessary. Experience in working with children, especially in a recreational setting, is needed as well as a positive attitude. An orientation by the office staff will be given, e.g., how to order supplies; reserve a car from the University garage; check your budget. Inez De Fazio, the free summer lunch program coordinator, will provide an orientation as to procedures involved in securing the food.

Also, it is hoped that we shall secure a faculty member or student in the field of recreation to provide supervision and some training prior to this summer.

Yolo Summer Recreation 1974

Budget:

Transportation:

1 sedan x \$6.00/day x 25 trips for 5 week period = \$150.00

Field Trips:

Micro Fished

San Francisco: 240 mi/rt x 1 bus (41 passenger) x
@ \$.70/mi = 168.00

Driver: \$7.00/hr x 9 hours = 63.00

Davis: 80 mi/rt x 1 bus (41 passenger) x
@ \$.70/mi = 56.00

Driver: \$7.00/hr x 6 hours = 42.00

Supplies:

Arts, crafts materials, playground equipment = 100.00

Insurance:

Medical and Accident Coverage
\$2.00/per participant x 40/participants
+ \$25.00 premium = 105.00

Salary:

2 paid recreation coordinators' salaries
@ \$450.00/per coordinator
(\$90.00 x 5 weeks) = 900.00

Total: \$1,584.00

Community Services

KNIGHTS LANDING SUMMER RECREATION 1974

Definition: This will be the third year of the summer recreation program in Knights Landing. This is a rural community, populated by migrant families. Our recreation program is the only source of organized activities for children in that town during the summer months.

Statement of Need: Knights Landing is a small town located twenty miles north of Davis, populated by approximately a thousand residents. A large segment of the community is Chicano. Many of the adults work in the fields during the summer. The children are in need of supervision and positive outlets as a consequence of this situation.

Services Provided: The program will be opened from 9:00 A.M. to 1:30 P.M. Monday through Friday for a period of four weeks: July 1 through 26. Arts and crafts activities, sports and games will be planned. Activities which reflect cultural awareness and values will be encouraged. The Emergency Food Program will provide free lunches daily to the children in attendance.

Site: Grafton Elementary School; the grounds; one classroom.

People Served: thirty-five children from the Knights Landing community.

Student Learning Experience: The past two summers the recreation coordinator has been a Spanish speaking person. The program has provided a Chicano student with the opportunity to identify and work with a rural, Chicano community. The student is exposed to migrant labor conditions, to a small town and to the realities of poverty.

Training: An orientation session with respect to office procedures will be provided by Community Services staff. Procedures such as ordering supplies and equipment, planning a field trip, reserving a University vehicle will be included. Ms. Inez De Fazio will provide information as to how to participate in the free lunch program. We hope to elicit the help of a faculty member or a UCD student to provide initial training and subsequent supervision.

Knights Landing Summer Recreation 1974

Budget:

Transportation:

1 sedan x \$6.00/day x 25 trips for 5 week period = \$150.00

Field Trips:

Micro Fished

San Francisco: 240 mi/rt x 1 bus (37 passenger)
@ \$.60/mi = 144.00

Driver: \$7.00/hr. x 9 hours = 63.00

Davis: 90 mi/rt x 1 bus (37 passenger)
@ \$.60/mi = 54.00

Driver: \$7.00/hr. x 6 hours = 42.00

Supplies:

Arts, crafts materials, playground equipment = 133.00

Insurance:

Medical and Accident Insurance Coverage
\$2.00/per participant = 80.00

Salary:

1 paid recreation coordinator's salary
(\$90.00 x 5 weeks) = 450.00

\$1,116.00

FILED
JUL 29 1974
LAURENCE P. HENRICH, CLERK
By *Pauline Rodgers*

AGREEMENT NO. 74-136

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 29th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and YOLO ALTERNATIVES, INC., a non-profit corporation, hereinafter called GRANTEE,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for public safety purposes (31 CFR § 51.31(a)(1)(i); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$20,000.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

///

b. Agrees to maintain proper and adequate records and ledgers sufficient to enable an audit of same in the event audit is necessary or appropriate, and to make said records available to such audit upon reasonable request of COUNTY;

c. Agrees that none of these funds will be used,
directly or indirectly, as matching funds to obtain other Federal
funds; Micro Fiched

d. GRANTEE covenants and warrants that it shall indemnify, defend, and hold COUNTY free and harmless from any loss, claim, or cause of action of any nature whatsoever arising from any of its conduct in the performance of this agreement.

12 e. Agrees to maintain its fiscal accounts in a manner
13 sufficient to:

- 14 1) Permit the reports required by the Secretary
- 15 of the Treasury to be prepared therefrom,
- 16 2) Document compliance with the matching funds
- 17 certification,
- 18 3) Permit the tracing of entitlement funds to a
- 19 level of expenditure adequate to establish
- 20 that such funds have not been used in viola-
- 21 tion of the restrictions and prohibitions of
- 22 the Act;

f. Agrees that no person in the United States shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with these funds;

28 g. Agrees to comply with Title VI of the Civil Rights
29 Act of 1964 (42 USC 2000d);

30 h. Agrees that the activities to be undertaken under
31 said proposal will be administered by or under the supervision of
32 GRANTEE;

1 i. Agrees to comply with the provisions of the Hatch
2 Act which limit political activities of governmental employees.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 agreement as of the day and year hereinabove set forth. *Micro Fiched*

5 COUNTY OF YOLO, a political subdi-
6 vision of the State of California

7 BY *Wm E. Henigan*
8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9 ATTEST:

10 LAURENCE P. HENIGAN, CLERK

11 BY *Barbara A. Rodgers*
12 DEPUTY

13 (SEAL)

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17 YOLO ALTERNATIVES, INC.,
18 a non-profit corporation

19 BY *J. W. Sublett*
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A public-private partnership to serve youthful offenders in Yolo County

YOLO ALTERNATIVES, INC.

P.O. Box 239 phone: 666-8256

Woodland, California 95695

July 17, 1974

Mr. William Duncan, Chairman
Yolo County Board of Supervisors
Courthouse
Woodland, California

Micro Fiched

Re: Amended Revenue Sharing Proposal
for
Yolo Alternatives, Inc.

Dear Mr. Duncan:

On February 8, 1974, Yolo Alternatives, Incorporated, prepared a Revenue Sharing Proposal request for the amount of \$25,300. The purpose for that request was to provide the Yolo County Alternatives Program with funding for staff salaries for fiscal year 1974-75. Also included in the budget at that time was one-half of the rent for the Yolo Alternatives residence. Our original intent in February, 1974 was to hire a one-half time Masters Degree Mental Health Counselor, a one-third time bookkeeper, and only two resident managers. This would have brought the total Revenue Sharing money requested to \$25,300.

Since February, 1974, three significant events have occurred which permit us at this time to modify our budget. These circumstances are as follows:

1. The Honorable Board has granted Yolo Alternatives, Inc., \$20,000 in Revenue Sharing funds;
2. The Alternatives Program requires three full-time resident managers instead of the original two;
3. The Yolo County Mental Health Department has agreed to provide adequate coverage for the Alternatives Program. The Revenue Sharing money appropriated by the Honorable Board will be used in the following manner:

WOODLAND DETAIL SHOP

503 East Street phone 666-2062

ALTERNATIVES HOUSE

536 First Street phone 666-0300

William E. Duncan
7-17-74
Page 2

1. Yolo Alternatives, Inc. staff salaries

A. Day Manager	\$ 7,800.00
B. Evening Manager	5,200.00
C. Weekend Manager	<u>5,200.00</u>
Total	\$18,200.00

2. Staff salary benefits (approximate employer contributions to State Disability and Unemployment Insurance; estimate of Workmen's Compensation; and 2 shifts paid vacation)

Micro Fiched
\$ 1,625.00

3. Miscellaneous Emergency
Employment Expenses

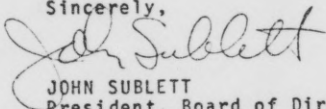
\$ 175.00

TOTAL \$20,000.00

It is respectfully requested that the agreement drawn between Yolo Alternatives, Incorporated, and Yolo County provide for the expenditure of this money as outlined above. It is also respectfully requested that the money be granted in a lump sum payment for deposit in the Yolo Alternatives account for disbursement as outlined above.

Thank you very much for your understanding assistance in this dynamic Yolo County Program.

Sincerely,



JOHN SUBLETT
President, Board of Directors
Yolo Alternatives, Inc.

JS:jc

RECEIVED

AUG 18 1974

LAURENCE P. HENIGAN, Clerk

FILED

AUG 23 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
Deputy

1 By
2 Deputy

AGREEMENT NO. 74-137

(Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT made and entered into this 29th day of
5 July, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY,
7 and PAUL C. PORTER, hereinafter called GRANTEE,

8
9 W I T N E S S E T H:

Micro Fiched

10 WHEREAS, COUNTY has received and has on hand funds from
11 the Federal government under the State and Local Fiscal Assistance
12 Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for
13 recreation purposes (31 CFR § 51.31(a)(1)(v); and

14 WHEREAS, GRANTEE has submitted an application and proposal
15 for a grant of funds for such purposes, a copy of which is
16 attached hereto; and

17 WHEREAS, the Board of Supervisors of the County of Yolo in
18 public hearings fully examined said proposal and has approved it
19 by Minute Order on July 1, 1974;

20 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
21 FOLLOWS:

22 1. COUNTY shall, upon execution of this agreement, pay
23 over to GRANTEE the sum of \$4,000.

24 2. GRANTEE promises and undertakes to use all of said
25 funds exclusively for said purposes, and in accordance with said
26 budget and proposal attached hereto, and further:

27 a. Agrees to comply with requirements of the State
28 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§
29 1221-1263) and with rules and regulations promulgated thereunder
30 (31 CFR Part 51);

31 b. Agrees to maintain proper and adequate records
32 and ledgers sufficient to enable an audit of same in the event

XEROX
COPY

1 audit is necessary or appropriate, and to make said records avail-
2 able to such audit upon reasonable request of COUNTY;

3 c. Agrees that none of these funds will be used,
4 directly or indirectly, as matching funds to obtain other Federal
5 funds;

6 d. GRANTEE covenants and warrants that it shall
7 indemnify, defend, and hold COUNTY free and harmless from any
8 loss, claim, or cause of action of any nature whatsoever arising
9 from any of its conduct in the performance of this agreement.

10 e. Agrees to maintain its fiscal accounts in a manner
11 sufficient to: Micro Fiched

- 12 1) Permit the records required by the Secretary
13 of the Treasury to be prepared therefrom,
- 14 2) Document compliance with the matching funds
15 certification,
- 16 3) Permit the tracing of entitlement funds to a
17 level of expenditure adequate to establish
18 that such funds have not been used in viola-
19 tion of the restrictions and prohibitions of
20 the Act;

21 f. Agrees that no person in the United States shall,
22 on the ground of race, color, national origin, or sex, be excluded
23 from participation in, be denied benefits of, or be subjected to
24 discrimination under any program or activity funded in whole or in
25 part with these funds;

26 g. Agrees to comply with Title VI of the Civil Rights
27 Act of 1964 (42 USC 2000d);

28 h. Agrees that the activities to be undertaken under
29 said proposal will be administered by or under the supervision of
30 GRANTEE;

31 i. Agrees to comply with the provisions of the Hatch
32 Act which limit political activities of governmental employees.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdi-
4 vision of the State of California

5 BY W. E. Human

6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7
8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Fiched

10 BY Barbara Rodgers

11 DEPUTY

12 (SEAL)

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18 Paul C. Porter
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20 PAUL C. PORTER
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REVISED BUDGET
YOUTH PROGRAM-ESPARTO

A. Training for Drug Abuse Education Team -includes training, room & board, & transportation		Paid by United States Office of Education
B. Salaries		
1. Drug-Abuse Counselor-Coordinator (20% time)	\$1200.	
2. Counselor-Project Director	\$1700.	
3. Interns-UCD Volunteers	-	Micro Fiched
C. Milage (home visits)	\$125.	
D. Field Trips (Golden Gate Park, Folsom Dam, Bowl, Oakland A's, Marine World, Sacramento). Milage, driver time, possibly some admissions. Trips may vary slightly due to availability of facilities and milage.		
	\$840	
E. Recreational Trips (Campus Tour, barbarque, bowling)		
	\$60	
F. Arts & Crafts Supplies (wax, dye, etc.)		
	\$75.	
TOTAL (REVISED):	\$4000.	

All records will be kept with the school district where they will be available for inspection at all times. Employees will also be emolyed through the school district.

The only real changes in this budget are in the deletion of the Recreation Supervisor (\$900) and Film Rental (\$250) from the original budget.

FILED

JUL 29 1974

LAURENCE P. HENIGAN, Clerk

By **BARBARA A. RODGERS**

AGREEMENT NO. 74-138

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 29th day of June, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and PIERCE JOINT UNIFIED SCHOOL DISTRICT, a joint unified school district, hereinafter called GRANTEE,

W I T N E S S E T H:

Micro Fiched

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1263) to be used for recreational purposes (31 CFR 51.31(a)(1)(v)); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$1,100.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other Federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
- 14 of the Treasury to be prepared therefrom,
- 15 2) Document compliance with the matching funds
- 16 certification,
- 17 3) Permit the tracing of entitlement funds to a
- 18 level of expenditure adequate to establish
- 19 that such funds have not been used in viola-
- 20 tion of the restrictions and prohibitions of
- 21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY Wm E Duncan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY Barbara Rodgers
11 DEPUTY

Micro Fiched

12 (SEAL)

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19 PIERCE JOINT UNIFIED SCHOOL DISTRICT,
20 a joint unified school district

21 BY Julius Leffeldt
22 JULIUS LEFFELDT
23 DISTRICT SUPERINTENDENT
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DUNNIGAN RECREATION
June 10 through July 26, 1974
9:00 am to 12:30 pm.

Orange juice daily at 10:00.

Baseball, ping-pong, kickball, and other table games daily.

June 10: Seed mosaics, string painting and music (also daily).

June 11: Sponge painting, and complete mosaics.

June 12: SPECIAL DAY "Peanut Day"

June 13: Tie dying "T" shirts, clothespin name tags.

June 14: Yarn dolls, Father's Day cards.

Micro Fiched

June 17: Yarn octopuses, egg carton caterpillars.

June 18: Paper flowers, toothpick designs.

June 19: Bean mosaics and more toothpick designs.

June 20: Needlepoint and stitchery (hats, purses, etc.)

June 21: Whatever you like day.

Break for 2 weeks for Red Cross Swimming lessons (June 24 - July 5).

July 8: Paper mache (animals, pinatas, masks, etc.)

July 9: Continue work on paper mache.

July 10: Macrame (belts, pot hangers for flowers, headbands).

July 11: Finish macrame.

July 12: TOMATO DAY

July 15: Plaster of paris (figurines).

July 16: Plaster of paris and painting the ones already finished.

July 17: Nature walk, collecting items and then making a nature scene with items collected.

July 18: Candle making (many molds).

July 19: More candle making. TORTILLA DAY

July 22: Wood chip construction.

July 23: Construction painting.

July 24: Rock painting bugs, flowers, paper weights.

July 25: Tie-dying day.

July 26: Halloween in August.

Micro Fiched

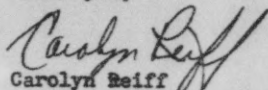
DUNNIGAN RECREATION PROGRAM

The purpose of our program is to provide recreation for all the children in our community. We feel our program is working very well. We have enrolled 45 children to date and about 25 to 30 attend each day.

We feel that \$170.00 is needed for supplies such as: arts and crafts, games, paper, cups for orange juice, and other needed supplies. We also feel we need \$450.00 for each director. Our program will last for 5 weeks and with the help of 3 junior aides, which we would also like to pay \$10.00 each for their help, we feel our program is going to be very successful. The total monies we are asking for is \$1100.00.

Because two of our teachers will be operating the program we feel there will be better communication with the families and that the needs of the children will be met as far as recreation out of school is concerned. We feel that the teachers and children will work together to take care of the buildings and grounds.

Thank you,



Carolyn Reiff

Principal, Dunnigan Elementary School
154 Lincoln Ave. Apt. 110
Woodland, California 95695

RECEIVED

FILED

AUG 15 1974

AUG 15 1974

LAWRENCE P. HENRIKSON, Clerk

LAWRENCE P. HENRIKSON, Clerk
By: *Pal and Lodge*
Clerk

1 By..... Deputy AGREEMENT NO. 74-139

2 (Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT made and entered into this 29th day of
5 July, 1974, by and between the COUNTY OF YOLO, a politi-
6 cal subdivision of the State of California, hereinafter called
7 COUNTY, and DIOGENES, INC., a non-profit corporation, hereinafter
8 called GRANTEE,

9
10 W I T N E S S E T H: Micro Fiched

11 WHEREAS, COUNTY has received and has on hand funds from
12 the Federal government under the State and Local Fiscal Assistance
13 Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for health
14 purposes, (31 CFR § 51.31(a)(1)(iv); and

15 WHEREAS, GRANTEE has submitted an application and proposal
16 for a grant of funds for such purposes, a copy of which is attached
17 hereto; and

18 WHEREAS, the Board of Supervisors of the County of Yolo in
19 public hearings fully examined said proposal and has approved it
20 by Minute Order on July 1, 1974.

21 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
22 FOLLOWS:

- 23 1. COUNTY shall, upon execution of this agreement, pay
24 over to GRANTEE the sum of \$10,000.
- 25 2. GRANTEE promises and undertakes to use all of said
26 funds exclusively for said purposes, and in accordance with said
27 budget and proposal attached hereto, and further:
- 28 a. Agrees to comply with requirements of the State
29 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-
30 1263) and with Rules and Regulations promulgated thereunder
31 (31 CFR, Part 51);
- 32 b. Agrees to maintain proper and adequate records

4490X
COPY

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other federal
6 funds;

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to: Micro Fiched

- 13 1) Permit the reports required by the Secretary
- 14 of the Treasury to be prepared therefrom,
- 15 2) Document compliance with the matching funds
- 16 certification,
- 17 3) Permit the tracing of entitlement funds to a
- 18 level of expenditure adequate to establish
- 19 that such funds have not been used in viola-
- 20 tion of the restrictions and prohibitions of
- 21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.

2 IN WITNESS WHEREOF, the parties hereto have executed
3 this agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY Wm E. Henigan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY Balanced Rodgers
11 DEPUTY

Micro Fiched

12 (SEAL)

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19
20 (DIOGENES, INC., a non-profit
21 corporation

22 BY Nancy J. Ordway
23 NANCY J. ORDWAY, Chairperson
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DIOCESE HOUSE
PROGRAM OPERATING BUDGET
1 July 1974 to 30 June 1975

Micro Fiched

I. PERSONNEL

A. Salaried Employees	
1. Director (1.0 FTE)	7,400
2. Program Coordinators (3.0 FTE)	16,200
3. Administrative Assistant (0.5 FTE)	2,700
4. Business Manager (0.33 FTE)	2,400

Subtotal: \$29,700

B. Hourly Employees	
1. Paraprofessional Counselors: (1,050 hours @ \$2.50 per hour.)	2,625

Subtotal: \$2,625

C. Payroll Taxes	
1. State Unemployment Insurance	1,166
2. Workmen's Compensation Insurance	250

Subtotal: \$1,414

Total This Category: \$33,739

II. TRAVEL

A. 3,000 miles @ \$.12 per mile	360
---------------------------------	-----

Total This Category: \$360

III. PROFESSIONAL FEES AND
CONTRACT SERVICES

-0-

IV. SUPPLIES AND OPERATING EXPENSES

A. Facility Lease	4,775
B. Utilities	480
C. Telephone	1,560
D. Office Supplies, Printing, Copy Service	600
E. Maintenance, Cleaning Supplies	100
F. Postage, Mailing Permit	130
G. Publications	100

Total This Category: \$7,745

V. EQUIPMENT

Micro Fiched

-0-

VI. MISCELLANEOUS

A. Liability Insurance	350
B. Loan Repayment	965
C. Staff Training Retreats (2)	250
D. Administrative Overhead	500

Total This Category: \$2,065

TOTAL BUDGET

\$43,908

DIODENES HOUSE

PROGRAM INCOME

1 July 1974 to 30 June 1975

Micro Filled

I. City of Davis	24,119*
II. Yolo County - Revenue Sharing	10,000
III. Yolo County - Mental Health Services, SE714 Drug Abuse	5,718
IV. Woodland Volunteer Bureau	480
V. Balance Forward	105
VI. Fund Raising; Donations, Benefits	3,486

* City funding has been granted through 31 December 1974, in the amount of \$12,047. TOTAL shown is based on continued City funding through Balance on Fiscal year.

RECEIVED

AUG - 9 1974

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

FILED

AUG - 8 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara L. Rodgers* Deputy

AGREEMENT NO. 74-140

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 29th day of
July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DAVIS FREE CLINIC, hereinafter called GRANTEE,

W I T N E S S E T H:

Micro Filer

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for health purposes, (31 CFR § 51.31 (a)(1)(iv)); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$16,500.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with Rules and Regulations promulgated thereunder (31 CFR, Part 51);

b. Agrees to maintain proper and adequate records and ledgers sufficient to enable an audit of same in the event

1 audit is necessary or appropriate, and to make said records avail-
2 able to such audit upon reasonable request of COUNTY;

3 c. Agrees that none of these funds will be used,
4 directly or indirectly, as matching funds to obtain other federal
5 funds;

6 d. GRANTEE covenants and warrants that it shall
7 indemnify, defend, and hold COUNTY free and harmless from any
8 loss, claim, or cause of action of any nature whatsoever arising
9 from any of its conduct in the performance of this agreement.

10 e. Agrees to maintain its fiscal accounts in a manner
11 sufficient to: Micro Fiched

- 12 1) Permit the reports required by the Secretary
- 13 of the Treasury to be prepared therefrom,
- 14 2) Document compliance with the matching funds
- 15 certification,
- 16 3) Permit the tracing of entitlement funds to a
- 17 level of expenditure adequate to establish
- 18 that such funds have not been used in viola-
- 19 tion of the restrictions and prohibitions of
- 20 the Act;

21 f. Agrees that no person in the United States shall,
22 on the ground of race, color, national origin, or sex, be excluded
23 from participation in, be denied benefits of, or be subjected to
24 discrimination under any program or activity funded in whole or in
25 part with these funds;

26 g. Agrees to comply with Title VI of the Civil Rights
27 Act of 1964 (42 USC 2000d);

28 h. Agrees that the activities to be undertaken under
29 said proposal will be administered by or under the supervision of
30 GRANTEE;

31 i. Agrees to comply with the provisions of the Hatch
32 Act which limit political activities of governmental employees.

1 IN WITNESS WHEREOF, the parties hereto have executed this
2 agreement as of the day and year hereinabove set forth.

3 COUNTY OF YOLO, a political subdi-
4 vision of the State of California

5 BY Wm E Duncan
6 CHAIRMAN OF THE BOARD OF SUPERVISORS

7 ATTEST:

8 LAURENCE P. HENIGAN, CLERK

9 BY Barbara Rodgers
10 DEPUTY

Micro Fiched

11 (SEAL)

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18 DAVIS FREE CLINIC

19 BY John H Jones, M.D.
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DAVIS FREE CLINIC
P.O. Box 276
Davis, CA 95616

Mr. Colby,

Here is the revised budget you requested:

	<u>ORIGINAL REQUEST</u>	<u>REVISED REQUEST</u>
Coordinator	\$6,000	\$6,000
Managing Asst.	3,000	2,400
Counseling Coord.	3,000	2,400
Bookkeeper	600	600
Payroll Taxes	-----	1,140 Micro Filled
Rent & Utilities	6,000	1,560
Insurance	1,500	-----
Supplies & Equipment		
Drug	1,500	1,080
Laboratory	900	900
Building Maintenance	120	120
Office	60	60
Printing	240	240
Travel	<u>2,400</u>	<u>-----</u>
	\$25,320	\$16,500

Also, if we are given the choice again this year, we would prefer receiving the full sum at one time rather than monthly installments which created more hassle and delay than anticipated.

Will be waiting to hear from you —

Jan Hushbeck
coordinator

July 16, 1974

FILED

AUG-1 1974

LAURENCE P. HENIGAN, Clerk
By *[Signature]*
Deputy

AGREEMENT NO. 74- 141

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 29th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DAVIS MENTAL HEALTH CORPORATION, a non-profit corporation, hereinafter called GRANTEE,

W I T N E S S E T H:

Micro Fiche

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for health purposes, (31 CFR § 51.31(a)(1)(iv); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$20,000.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with Rules and Regulations promulgated thereunder (31 CFR, Part 51);

b. Agrees to maintain proper and adequate records

1 and ledgers sufficient to enable an audit of same in the event
2 audit is necessary or appropriate, and to make said records avail-
3 able to such audit upon reasonable request of COUNTY;

4 c. Agrees that none of these funds will be used,
5 directly or indirectly, as matching funds to obtain other federal
6 funds; Micro Fiched

7 d. GRANTEE covenants and warrants that it shall
8 indemnify, defend, and hold COUNTY free and harmless from any
9 loss, claim, or cause of action of any nature whatsoever arising
10 from any of its conduct in the performance of this agreement.

11 e. Agrees to maintain its fiscal accounts in a manner
12 sufficient to:

- 13 1) Permit the reports required by the Secretary
14 of the Treasury to be prepared therefrom,
15 2) Document compliance with the matching funds
16 certification,
17 3) Permit the tracing of entitlement funds to a
18 level of expenditure adequate to establish
19 that such funds have not been used in viola-
20 tion of the restrictions and prohibitions of
21 the Act;

22 f. Agrees that no person in the United States shall,
23 on the ground of race, color, national origin, or sex, be excluded
24 from participation in, be denied benefits of, or be subjected to
25 discrimination under any program or activity funded in whole or in
26 part with these funds;

27 g. Agrees to comply with Title VI of the Civil Rights
28 Act of 1964 (42 USC 2000d);

29 h. Agrees that the activities to be undertaken under
30 said proposal will be administered by or under the supervision of
31 GRANTEE;

32 i. Agrees to comply with the provisions of the Hatch

1 Act which limit political activities of governmental employees.
2 IN WITNESS WHEREOF, the parties hereto have executed
3 this agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdivi-
5 sion of the State of California

6 BY

W. E. Heman
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

Micro Fiched

10 BY

John E. Lucas
11 DEPUTY

12 (SEAL)

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19 DAVIS MENTAL HEALTH CORPORATION,
20 a non-profit corporation

21 BY

John L. Davis
22
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DAVIS MENTAL HEALTH
CORPORATION

July 18, 1974

Micro Fiches

Mr. Charles Mack
Yolo County Counsel
PO Box 127
Woodland, California 95695

Dear Mr. Mack:

As requested, we are submitting a revised budget in accordance with a \$20,000 grant from revenue sharing. Several changes have been made.

First, the position of Nutritionist/Food Co-ordinator was reduced from 20 hrs/wk to 15 hrs/wk and placed on a \$2.85/hr salary schedule. Second, funds are budgeted for a part-time secretary to be employed by the Work/Study program at UC Davis. The salary will be \$2.50/hr, of which \$2.00/hr will be paid by Work/Study and \$.50/hr will be paid by Davis Mental Health Corporation. Third, due to the development of a special program through which physicians in their third year of psychiatric residency will be actively involved in our program at no cost, the category fees for Professional Services has been eliminated. Fourth, we have listed an increase of \$742 in the category of debt repayment which reflects our present deficits. Finally, we are receiving an increase of \$132.00 from Community Services.

If you need additional information, please contact me at 756-9859.

Respectfully submitted,

Jeffrey B. Petee

Jeffrey B. Petee
Project Director

Davis Mental Health Corporation

Budget - Fiscal Year 1974-75

EXPENSES:

I. Salaries

1. Project Director (1.0 FTE)	9,000 (\$750/mo)
2. Resident Co-ordinator (1.0 FTE)	5,400 (\$450/mo)
3. Nutritionist/Food Coord. (.37 TE)	2,070 (15 hours/wk @ \$2.85/hr)
4. Secretary (.25 TE)	242 (10 hr/wk @ \$.50/hr reimbursement to UC Davis Work/Study Program.)

II. Employee Benefits

1. Workman's Compensation (.065%)	11
2. Unemployment Insurance (3.6%)	577

III. Fees for Professional Services

0

Micro Etched

IV. Supplies

1. Office	50
2. Building & Grounds	400
3. Medical	50
4. Recreation	70

V. Food

5,445 (\$45/mo/per.)

VI. Business Phone

420 (\$35/mo)

VII. Postage

150

VIII. Occupancy

1. Rental	3,300
2. Utilities	480
3. Care of Building and Grounds	350
4. Property and Liability Insurance	1,015

IX. Publicity and Printing

250

(Fund-raising and recruitment)

X. Mileage

336

Insurance

30

XI. Specific Assistance to Individuals

200

XII. Debt Repayment

1,942

XIII. Equipment and Fixed Assets

1,700

Total 33,038

REVENUE:

I. Public Support	500	
1. Individuals	400	
2. Special Events	200	
3. Davis Human Relations Council	638	
4. Community Services		
II. Fees and Grants from Gov't Agencies	20,000	micro fished
1. Yolo County Revenue Sharing	300	
2. Yolo County Mental Health Assn.		
III. Sustaining Memberships	200	
IV. Program Service Fees	<u>10, 800</u>	
Total	33,038	

RECEIVED
JAN 17 1975
LAURENCE P. HENIGAN, Clerk

FILED
JAN 17 1975
LAURENCE P. HENIGAN, Clerk
By *Robert A. Radgans*
Deputy

AGREEMENT NO. 74-142

(Agreement Extending Agreement No. 69-60 as Amended by Agreement No. 73-202 to Provide Certain Psychiatric In-patient Services)

THIS AGREEMENT made and entered into this 29th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND MEMORIAL HOSPITAL, a non-profit corporation, hereinafter called CONTRACTOR,

WITNESSETH:

Micro Fiched

RECITALS:

1. The parties hereto have heretofore entered into Agreement No. 69-60 as amended by Agreement No. 73-202.
2. The parties hereto desire to further extend said Agreements to provide for certain psychiatric in-patient services.

AGREEMENTS:

1. For said services, COUNTY shall pay to CONTRACTOR a sum not to exceed \$120,000 per year, of which \$58,114 are Short-Doyle funds, \$61,886 Short-Doyle Medi-Cal funds, no monthly limitation.
2. This agreement shall remain in full force and effect commencing on July 1st, 1974, and ending June 30th, 1975. This agreement may be terminated by either party by giving thirty (30) days' written notice of intention to terminate. This agreement shall be terminated concurrently with any written notice to CONTRACTOR or COUNTY of a determination by the State Department that CONTRACTOR is not complying with the requirements of law or State Department Regulations in regards to staffing minimums or services resulting in the loss of reimbursement to COUNTY for contract expenditures to CONTRACTOR as provided by law.

1 3. All other provisions of said Agreement No. 69-60 as amended
2 are hereby ratified and confirmed.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 agreement as of the day and year hereinabove set forth.

5 COUNTY OF YOLO, a political subdivi-
6 sion of the State of California

7 BY W. E. Duncan
8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9 ATTEST:

10 LAURENCE P. HENIGAN, CLERK

11 BY Balruea Rodgers
12 DEPUTY

Micro Fiched

13 (SEAL)

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17 WOODLAND MEMORIAL HOSPITAL,
18 a non-profit corporation

19 BY W. E. Duncan
20 Administrator

21
22
23 C. P. Thomson
24 CAPTANE P. THOMSON, Program Chief
Mental Health Services

RECEIVED

FILED

AUG 23 1974

AUG 23 1974

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

By 1
DeputyAGREEMENT NO. 74-143By Balanced Rodgers
Deputy(Agreement for Janitorial Services at the
WOODLAND JUSTICE COURT)

THIS AGREEMENT made and entered into this 29th day of
July, 1974, by and between the COUNTY OF YOLO, a political subdivi-
sion of the State of California, hereinafter called COUNTY, and
OTTO H. SPRINK, doing business as RELIABLE MAINTENANCE, 511 Maple
Street, West Sacramento, California, hereinafter called CONTRACTOR,

W I T N E S S E T H:

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1. In consideration of the covenants of COUNTY herein, CONTRACTOR
agrees to provide all labor, equipment, and supplies to supply
the following janitorial services at the Woodland Justice
Court, Third and Court Streets, Woodland, California, under
the following terms and conditions:

A. Services shall include:

1. Daily

- a. Empty wastebaskets
- b. Empty ashtrays and clean
- c. Dust bookcases, filing cabinets, chairs,
horizontal desk surfaces and office equipment
throughout building
- d. Clean sink in kitchen
- e. Vacuum carpeted areas
- f. Spot clean walls as required
- g. Spot clean carpets as required
- h. Replace burned out light bulbs. (Replacement
bulbs furnished by COUNTY.)
- i. Clean, polish, and disinfect wash basins,
toilets, and urinals in restrooms
- j. Damp mop restroom and kitchen floors
- k. Fill soap, paper towel, seat cover, and toilet

- 1 tissue dispensers. (Supplies furnished by
2 COUNTY.)
- 3 1. Remove accumulated trash to outside refuse
4 container
- 5 m. Spot clean windows and doors as needed
- 6 2. Weekly
- 7 a. Wet mop all vinyl floors with disinfectant
- 8 b. High dust ceilings, moldings and light fixtures
- 9 c. Vacuum fabric covered furniture
- 10 d. Damp wipe vinyl furniture Micro Fished
- 11 e. Dust vertical surfaces of cabinets, desks, etc.
- 12 f. Damp wipe wastebaskets, if necessary
- 13 g. Sweep and wash down entry way and exterior
14 sidewalk area.
- 15 3. Monthly
- 16 a. Wax vinyl floors
- 17 b. Wash all windows (inside and out).
- 18 4. Annually
- 19 a. Steam clean all carpets thoroughly.
- 20 5. At All Times
- 21 Maintain custodial storage room in a neat
22 and orderly condition.
- 23 B. The period of the contract shall be from 1 August 1974
24 through 30 June 1975 and may be renewed for an additional
25 twelve months upon written notice of same by CONTRACTOR
26 thirty (30) days prior to the expiration date of subject
27 contract, unless notice of cancellation is issued by
28 the COUNTY or the CONTRACTOR during the thirty-day period
29 preceding the expiration date of subject contract.
- 30 C. Cleaning services shall be performed five days each
31 week except for weekday official holidays recognized
32 by COUNTY.

- 1 D. Only the highest standards of cleanliness are acceptable.
2 Inability to achieve and maintain such standards may
3 result in issuance of a "Notice of Inadequate Performance"
4 specifying a 30-day warning period for attaining the
5 desired cleanliness. If appropriate standards are not
6 achieved within the 30-day period the contract may be
7 revoked upon 15-day written notice to CONTRACTOR.
- 8 E. Supervisory personnel of CONTRACTOR shall make inspec-
9 tions of the premises at least once each week to assure
10 adequate performance of contract specifications. One
11 day prior to the accomplishment of the annual services
12 CONTRACTOR shall notify the Department Head, County
13 Buildings and Grounds, Telephone 666-8208, that such
14 services are to be accomplished. Micro Fished
- 15 F. Unusual occurrences or problems -- unlocked doors,
16 stopped up plumbing, leaks, broken windows or fixtures,
17 etc. -- will be reported to the Department Head specified
18 above.
- 19 G. Supplies furnished by COUNTY may be replenished by
20 CONTRACTOR's notification of Department Head specified
21 above.
- 22 H. CONTRACTOR employees shall not use telephones, disturb
23 paper on desks, in cabinets or in drawers and shall
24 not tamper with personal property.
- 25 I. CONTRACTOR shall provide all equipment and supplies
26 necessary to accomplish the custodial tasks -- except
27 those items of supply specified herein which are to be
28 provided by COUNTY.
- 29 J. CONTRACTOR shall provide necessary containers to convey
30 trash to outside refuse collection point.
- 31 K. CONTRACTOR shall insure that all building lights are
32 out except those necessary for the cleaning crew in the

1 area being worked. Upon leaving the building, clean-
2 ing crew must extinguish lights and lock all doors.
3 L. CONTRACTOR shall have each employee bonded for not less
4 than \$1,000.

5 2. In consideration of the covenants of CONTRACTOR herein,
6 COUNTY hereby agrees to pay the sum of ONE HUNDRED NINETY-
7 EIGHT and NO/100 (\$198.00) DOLLARS per month.

8 3. IT IS MUTUALLY AGREED AS FOLLOWS: Micro Fiched

9 A. In performance of the work, duty and obligations devolv-
10 ing upon it under this agreement, CONTRACTOR is at all
11 times acting and performing as an independent contractor
12 conducting his business of rendering janitorial service.

13 B. The term of this agreement shall begin on 1 August 1974
14 and shall continue until 30 June 1975, unless sooner
15 terminated by COUNTY for inadequate performance in the
16 manner hereinabove set forth.

17 C. CONTRACTOR agrees to pay and save COUNTY harmless from
18 and to defend COUNTY against any and all claims arising
19 from any act, omission, or negligence of CONTRACTOR, or
20 its subcontractors, licensees, agents, servants or
21 employees.

22 D. During the term of this agreement, CONTRACTOR shall, at
23 his own expense, maintain in full force a policy or
24 policies of public liability insurance insuring CONTRACTOR
25 and COUNTY against liability for injury for persons and
26 property and for death of persons arising from any acts
27 of injury or damage arising from any act, omission or
28 negligence of CONTRACTOR or its subcontractors, licensees,
29 agents, servants, or employees. Each such policy shall
30 be subject to approval by COUNTY as to form and insurer.
31 The liability under such insurance shall not be less
32 than \$100,000 for any one person injured or killed, not

1 less than \$300,000 for any one accident, and not less
2 than \$50,000 for property damage. CONTRACTOR shall
3 provide COUNTY with certificate(s) of all policies. In
4 addition, CONTRACTOR shall maintain Workman's Compensa-
5 tion insurance in the manner provided by law, and shall
6 provide COUNTY with a certificate thereof.

7 E. IT IS HEREBY STIPULATED by CONTRACTOR that he has
8 inspected the premises and finds them to be in safe
9 condition. Micro Fiched

10 F. No alteration or variation of the terms of this agreement
11 shall result unless made in writing and signed by the
12 parties hereto and no oral understandings or agreements
13 not incorporated herein, no alterations or variations in
14 the terms hereof unless so made, shall be binding on
15 the parties.

16 IN WITNESS WHEREOF, the parties hereto have
17 executed this agreement as of the day and year hereinabove set
18 forth.

19 COUNTY OF YOLO, a political subdivi-
20 sion of the State of California

21 BY

Wm E. Duncan
CHAIRMAN OF THE BOARD OF SUPERVISORS

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23
24
25 *Otto H. Sprink*
26 OTTO H. SPRINK, doing business as
27 RELIABLE MAINTENANCE - CONTRACTOR
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FILED

NOV 22 1974

LAURENCE P. HENIGAN, Clerk

By *Paula A. Padgett*
Deputy

RECEIVED

NOV 22 1974

AGREEMENT NO. 74-144

LAURENCE P. HENIGAN, Clerk

By *Paula A. Padgett*
Deputy

(Agreement Extending Agreement No. 73-07 as Amended by Agreement No. 73-200 to Provide Certain Protective and Related Social Services for Mentally Disordered Persons)

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THIS AGREEMENT made and entered into this 29th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and UNITED CHRISTIAN CENTER OF THE GREATER SACRAMENTO AREA, INC., a corporation, hereinafter called CONTRACTOR,

W I T N E S S E T H :

Micro Fiched

RECITALS:

1. The parties hereto have heretofore entered into Agreement No. 73-97 as amended by Agreement No. 73-200.
2. The parties hereto desire to further extend said Agreements to provide for certain protective and related social services for mentally disordered persons.

AGREEMENTS:

1. For said service, COUNTY shall pay to CONTRACTOR a sum not to exceed SIX THOUSAND (\$6,000) DOLLARS.
2. This agreement shall remain in full force and effect commencing on July 1st, 1974, and ending June 30th, 1975. This agreement may be terminated by either party by giving thirty (30) days' written notice of intention to terminate. This agreement shall be terminated concurrently with any written notice to CONTRACTOR or COUNTY of a determination by the State Department that CONTRACTOR is not complying with the requirements of law or State Department Regulations in regards to staffing minimums or services resulting in the loss of reimbursement to COUNTY for contract expenditures to CONTRACTOR as provided by law.
3. All other provisions of said Agreement No. 73-97 as amended

1 by Agreement No. 73-200 are hereby ratified and confirmed.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY Mr E Henigan
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

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11 BY Basilus Rodgers
DEPUTY

12 (SEAL)

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UNITED CHRISTIAN CENTER OF THE
GREATER SACRAMENTO AREA, INC.,
a corporation

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BY Charles Jenkins
PRESIDENT

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RECEIVED

AUG 14 1974

LAURENCE P. HENIGAN, Clerk

FILED

AUG 14 1974

LAURENCE P. HENIGAN, Clerk

By *Barbara A. Rodgers*
Deputy

AGREEMENT NO. 74-145

By Deputy

(Agreement Extending Agreement No. 73-197
to Provide Funds to the SUICIDE PREVENTION
OF DAVIS)

THIS AGREEMENT made and entered into this 29th day of
July, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter called COUNTY,
and PATRICIA ALLEN, as Coordinator and Director of the unincor-
porated association known as SUICIDE PREVENTION OF DAVIS, herein-
after referred to as CONTRACTOR,

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W I T N E S S E T H :

RECITALS:

1. The parties hereto have heretofore entered into Agreement No. 73-197.
2. The parties hereto desire to extend said Agreement No. 73-197 for an additional term of one year.

AGREEMENTS:

1. For said service, COUNTY shall pay to CONTRACTOR a sum not to exceed ONE THOUSAND (\$1,000) DOLLARS.
2. This agreement shall remain in full force and effect commencing on July 1st, 1974, and ending June 30th, 1975. This agreement may be terminated by either party by giving thirty (30) days' written notice of intention to terminate.
3. In all other respects, the terms and conditions of Agreement No. 73-197 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

BY

W E Henigan
CHAIRMAN OF THE BOARD OF SUPERVISORS

ERCK
COPY

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3
4 BY Barbara Rodgers
DEPUTY

5 (SEAL)

Micro Fiched

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SUICIDE PREVENTION OF DAVIS

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BY

Patricia Allen
PATRICIA ALLEN
Coordinator and Director

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AUG 20 1974

LAURENCE P. HENIGAN, Clerk

By Rosa C. Coral
Deputy

AGREEMENT NO. 74-146

(Agreement Extending Agreement No. 71-496
as extended by Agreement No. 73-201 for
Providing Certain Outpatient Psychiatric
Services)

THIS AGREEMENT made and entered into this 29th day of
July, 1974, by and between the COUNTY OF YOLO, a political
subdivision of the State of California, hereinafter referred to as
COUNTY, and SUTTER MEMORIAL DIAGNOSTIC AND TREATMENT CENTER, a
non-profit corporation, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto have heretofore entered into Agreement No. 71-496 as extended by Agreement No. 73-201.
2. The parties hereto desire to further extend said Agreement No. 71-496 to provide certain outpatient psychiatric services to children as set forth in said agreement.

AGREEMENTS:

1. For said service, COUNTY shall pay to CONTRACTOR a sum not to exceed FOUR THOUSAND (\$4,000) DOLLARS.
2. This agreement shall remain in full force and effect commencing on July 1st, 1974, and ending June 30th, 1975. This agreement may be terminated by either party by giving thirty (30) days' written notice of intention to terminate. This agreement shall be terminated concurrently with any written notice to CONTRACTOR or COUNTY of a determination by the State Department that CONTRACTOR is not complying with the requirements of law or State Department Regulations in regards to staffing minimums or services resulting in the loss of reimbursement to COUNTY for contract expenditures to CONTRACTOR as provided by law.
3. All other provisions of said Agreement No. 71-496 as extended

1 by Agreement No. 73-201 are hereby ratified and confirmed.

2 IN WITNESS WHEREOF, the parties hereto have executed this
3 agreement as of the day and year hereinabove set forth.

4 COUNTY OF YOLO, a political subdi-
5 vision of the State of California

6 BY Wm E. Alvarado
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY Paula C. Corral
11 DEPUTY

12 (SEAL)

13 Micro Fiched

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18 SUTTER MEMORIAL DIAGNOSTIC AND TREAT-
19 MENT CENTER, a non-profit corporation

20 BY Wm. R. Haggler
21

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24 C. P. Thomson
25 CAPTANE P. THOMSON, Program Chief
26 Mental Health Services

FILED

JUL 29 1974

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS
Deputy

ACREEMENT NO. 74-147

(Agreement for Consultant Services)

THIS AGREEMENT made and entered into by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and SOCIAL SYSTEMS CORPORATION, herein after called CONTRACTOR,

W I T N E S S E T H:

MICRO Fiched

RECITALS:

1. COUNTY desires to objectively and thoroughly evaluate, appraise and analyze the effectiveness of its current Group Home Program currently conducted by the Probation Department.
2. CONTRACTOR represents that it has the skill and expertise necessary to perform said work in accordance with all of the terms and conditions of this agreement.

AGREEMENTS:

1. CONTRACTOR shall perform for COUNTY the following services:
 - A. Make findings as to whether or not the above mentioned program provided a rehabilitation alternative to the Yolo County Juvenile Court for approximately 23% of delinquent and pre-delinquent boys within its jurisdiction who would have previously been sent to other similar programs outside Yolo County; Submit a synthesis of appropriate, available data with comments and conclusions to be included in the above mentioned report;
 - B. Determine whether or not the above mentioned program reduced the number of pre-placement days in detention in the Yolo County Juvenile Hall from an average of 50 to 14 days;
 - C. Determine whether or not the above mentioned program reduced the population pressures at the Yolo County Juvenile Hall;

AEROX
COPY

- 1 D. Render an analysis of staffing patterns, facility, train-
2 ing and consultation, and other factors that influence the
3 operation of the program.
- 4 2. COUNTY shall provide CONTRACTOR with desk space, clerical
5 support and necessary materials for the project. County
6 personnel shall assist CONTRACTOR as necessary.
- 7 3. Said analysis and evaluation shall be rendered to COUNTY in a
8 comprehensive report, presented to the Probation Department
9 no later than September 23, 1974. Micro Fiched
- 10 4. For said services, COUNTY shall pay to CONTRACTOR the sum of
11 ONE HUNDRED THIRTY-FIVE (\$135) DOLLARS per diem, on the basis
12 of an eight-hour day. No more than ONE THOUSAND FOUR HUNDRED
13 EIGHTY-FIVE (\$1,485) DOLLARS shall be expended for all services
14 rendered. Final payment shall be made to CONTRACTOR upon
15 presentation of said report.
- 16 5. All of said services shall be performed by CONTRACTOR in ac-
17 cordance with all of the regulations, terms and conditions
18 contained in the Fiscal Affairs Manual of the Office of
19 Criminal Justice, and all of the rules, regulations, and guide-
20 lines prescribed by the Law Enforcement Assistance Administra-
21 tion. Contract terms and provisions contained in the pub-
22 lished "Standard Third Party Contract Provisions" of the
23 California Office of Criminal Justice Planning are deemed by
24 the parties herein to be a part of this contract by reference
25 thereto where applicable. CONTRACTOR represents that it is
26 familiar with all of said rules, regulations and conditions.
- 27 6. Said services shall be performed by CONTRACTOR as an indepen-
28 dent contractor, and not as an employee of COUNTY.
- 29 7. Progress payments shall be made by COUNTY to CONTRACTOR upon
30 rendition of a claim by CONTRACTOR detailing services rendered
31 and time spent.
- 32 8. The above stated per diem compensation shall be the total

1 compensation paid to CONTRACTOR for all services rendered under
2 this agreement and no claims shall be made by CONTRACTOR for
3 any other sum whatsoever.

4 9. CONTRACTOR shall hold COUNTY free and harmless from any claims
5 or causes of action of any nature arising out of the per-
6 formance of this agreement. Micro Fiched

7 10. CONTRACTOR shall commence the project upon notice by COUNTY.
8 Either party to this agreement may terminate this agreement
9 upon thirty (30) days' written notice. Upon such termination,
10 COUNTY shall pay CONTRACTOR for all services rendered up to
11 the date of said written notice. The address of CONTRACTOR
12 for the purpose of all notices is as follows:

13 CONTRACTOR:
14 SOCIAL SYSTEMS CORPORATION
15 4100 Crondall Drive
16 Sacramento, California 95825

17 The address of COUNTY for the purposes of all notices is as
18 follows:

19 COUNTY:
20 Chief Probation Officer
21 County of Yolo
22 P. O. Box 239
23 Woodland, California 95695

24 IN WITNESS WHEREOF, the parties hereto have executed this
25 agreement as of the day and year hereinafter set forth opposite
26 their signatures.

COUNTY OF YOLO, a political subdivi-
sion of the State of California

27 July 29, 1974

28 BY W. E. Duncan
29 CHAIRMAN OF THE BOARD OF SUPERVISORS

30 ATTEST:
31 LAURENCE P. HENIGAN, CLERK

32 BY B. L. Rodgers
(SEAL) DEPUTY

CONTRACTOR -
SOCIAL SYSTEMS CORPORATION

BY Robert J. Rana
June 28, 1974. PRESIDENT

FILED

AUG 23 1974

LAURENCE P. HENIGAN, Clerk

By: *Barbara S. Rodgers*
DeputyYUIC COUNTY AGREEMENT NO. 74-148

AGREEMENT FOR DIAGNOSTIC AND TREATMENT
SERVICES AND TEMPORARY DETENTION IN
RECEPTION CENTERS AND CLINICS OF THE
DEPARTMENT OF THE YOUTH AUTHORITY

Contract No. 153

Micro Fiches

THIS AGREEMENT, made and entered into this 1st day of July, 19 74,
at Sacramento, California, by and between the STATE OF CALIFORNIA, through its duly
appointed, qualified and acting Director of the Youth Authority, hereinafter called
the State, and the COUNTY OF Yuba, hereinafter called the County.

WHEREAS, Section 1752.1 of the Welfare and Institutions Code of the State
of California provides that the Director of the Youth Authority may enter into con-
tracts, with the approval of the Director of Finance, with any County of this State
upon request of the Board of Supervisors thereof, wherein the Department of the Youth
Authority agrees to provide diagnostic and treatment services and temporary detention
during the period of study to the County of selected cases of persons eligible for
commitment to the Department of the Youth Authority in connection with the operation
of the Juvenile Court.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein
contained, the parties hereto agree as follows:

1. In any case in which:

(a) The Court has determined that a minor is a person described by
Section 602, Welfare and Institutions Code, or if the Court has
determined that a minor is a person described by Section 601 and
a supplemental petition for commitment of such minor to the Youth
Authority has been filed pursuant to Section 777, Welfare and
Institutions Code, and such minor is otherwise eligible for
commitment to the Youth Authority, and

(b) said Court concludes that a disposition of the case in the best
interest of the minor requires such observation and diagnosis as
can be made at a diagnostic and treatment center of the Youth
Authority, and

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AUG 23 1974

LAURENCE P. HENIGAN, Clerk

Deputy

- (c) said Court Orders that such a minor be placed temporarily in such a center for a period not to exceed 90 days as authorized by Welfare and Institutions Code Section 704, and orders that the Director of the Youth Authority report to the Court its diagnosis and recommendations concerning the minor within the 90-day period.

Micro Fiched

The Department of the Youth Authority shall accept such person if it believes that the person can be materially benefited by such diagnostic and treatment services and if the Director of the Youth Authority certifies that staff and institutions are available; provided that no such person shall be transported to any facility under the jurisdiction of the Department of the Youth Authority until the Director of said Department has notified the referring Court of the place to which said person is to be transported and of the time at which he can be received.

2. The County shall execute the Court Order by transporting such person to the facility indicated by the State and returning him therefrom to the Court at no expense to the State.

3. The acceptance, temporary detention and delivery of such person shall be in accordance with instructions issued from time to time by the Director of the Youth Authority.

4. The Department of the Youth Authority shall provide diagnostic and treatment services and temporary detention during the period of study to the County for such accepted persons; and the Director of said Department shall, within the 90 days, cause such accepted person to be observed and examined and shall forward to the Court his diagnosis and recommendations concerning such minor's future care, supervision and treatment.

5. All such persons while under temporary detention by the Youth Authority pursuant to this contract shall be subject to the rules of the Youth Authority.

6. The County agrees to pay the State the sum of \$805.00 per month for each case studied, or for periods of less than a full month, County agrees to pay State 1/30th of the monthly rate per person per day, of temporary detention, such costs having been determined by the Director of the Youth Authority to be necessary to reimburse the State for the costs incurred. County shall be billed for the cost of services for the day the person is received but not for the day the person is removed from the program.

The State shall bill the County monthly, by means of itemized statements submitted in triplicate form for any such costs, and the County shall make remittance or payment thereof within thirty (30) days of receipt of any such billing.

Said remittance shall be mailed to:

Department of the Youth Authority
Departmental Accounting Office
714 P Street
Sacramento, California 95814

Micro Fiched

7. The period of this Agreement is from July 1, 1974 to June 30, 1975, inclusive; provided that the Agreement may be terminated by either party giving 30 days notice in writing.

8. Contractor agrees to conform to the Fair Employment Practices Addendum attached hereto and made a part hereof.

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from Department of General Services' approval per Exemption Notice No. 403.

DGS approval not required
per SAM Section 10611
DFA Appd. 8/9/74

STATE OF CALIFORNIA
Department of the Youth Authority

By [Signature]

Title Assistant Secretary

COUNTY OF YOLO

By [Signature]

Title CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NOTE: A certified copy of the resolution of the Board of Supervisors of the County authorizing the execution of this contract is to be attached to the contract.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

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2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

* "It is unlawful employment practice for an employer to refuse to hire or employ, or to discharge, dismiss, reduce, suspend, or demote, any individual between the ages of 40 and 64 solely on the ground of age...." (Labor Code Section 1420.1)

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RECEIVED

SEP - 6 1974

1 LAURENCE P. HENIGAN, Clerk

2
3 Deputy

AGREEMENT NO. 74-149

(Radiology Agreement)

SEP - 6 1974
LAURENCE P. HENIGAN, Clerk

PAULA C. CORRAL

By Deputy

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THIS AGREEMENT made and executed in Quadruplicate at

Woodland, California, as of the 29th day of July, 1974, by and

between the COUNTY OF YOLO for the Yolo General Hospital, an

institution owned and operated by the County of Yolo, hereinafter

designated as COUNTY, and G. ROBERT HANSON, M. D., an individual,

hereinafter designated as RADIOLOGIST,

W I T N E S S E T H :

Micro Enclosed

WHEREAS, COUNTY requires the services of a Radiologist
in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed
specialist; and

WHEREAS, the parties hereto are desirous of entering into
this agreement in order to provide a full statement of their
respective covenants and agreements in connection with the opera-
tion of said Diagnostic X-Ray Department in said Yolo General
Hospital during the term hereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual
covenants and agreements herein contained, it is understood and
agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control
the operation of the Diagnostic X-Ray Department in the Yolo
General Hospital. RADIOLOGIST shall use the premises solely for
the practice of the specialty of Radiology.

SECOND: RADIOLOGIST shall be a member of the Medical
Staff of Yolo General Hospital, subject to the Medical Staff By-
Laws, Rules and Regulations, and shall be granted such privileges
as may be recommended by the medical staff of Yolo General Hospital
to the Board of Supervisors of Yolo County, the governing board

1 of COUNTY.

2 THIRD: All non-medical personnel required for the proper
3 operation of said X-Ray Department shall be selected and employed
4 by COUNTY; however, RADIOLOGIST may be an additional member of
5 the Qualification Review Board appointed to aid in the review of
6 credentials and to recommend in writing approval or disapproval
7 in hiring of an X-Ray Technician. *Micro Fiched*

8 FOURTH: RADIOLOGIST shall provide at Yolo General Hospital
9 RADIOLOGIST's services including reading of films, dictating a
10 report, performing fluoroscopies and other special procedures
11 normally performed by a radiologist to patients determined to be
12 Yolo County indigents, employees of COUNTY in connection with
13 County physical examinations, persons in the custody of the Sheriff,
14 in accordance with a schedule of services made by the Hospital
15 Administrator of COUNTY. COUNTY shall pay RADIOLOGIST a flat
16 charge of ONE THOUSAND DOLLARS (\$1,000) per each month scheduled
17 and performed. RADIOLOGIST shall not obtain compensation from any
18 person other than the County of Yolo for services rendered to
19 employees of COUNTY in connection with County physical examina-
20 tions, persons in the custody of the Sheriff, Yolo County indigent
21 patients; however, as to other patients, RADIOLOGIST may seek com-
22 pensation for his services and COUNTY shall provide radiology with
23 necessary billing information.

24 FIFTH: If there shall arise any question concerning the
25 character of services furnished in said X-Ray Department, RADIOLO-
26 GIST or the Medical Staff of Yolo General Hospital shall have the
27 right to submit such matter for determination to the executive
28 committee of the Yolo General Hospital Medical Staff, and its
29 decision in that regard shall be final.

30 SIXTH: In the performance of the work, duties, and obli-
31 gations devolving upon him under this agreement, IT IS MUTUALLY
32 UNDERSTOOD AND AGREED that RADIOLOGIST is at all times acting and

1 performing as an independent contractor practicing his profession
2 of medicine and surgery and specializing in X-Ray diagnosis and
3 treatment; that COUNTY shall neither have nor exercise any control
4 or direction over the methods by which RADIOLOGIST shall perform
5 his work and functions excepting that RADIOLOGIST does by this
6 agreement agree to perform his said work and functions at all
7 times in strict accordance with currently approved methods and
8 practice in his professional specialty, and that the sole interest
9 of COUNTY is to assure that said Diagnostic X-Ray work and service
10 shall be performed and rendered in a competent, efficient, and
11 satisfactory manner. All applicable provisions relating to
12 licensing and regulating of physicians and hospitals shall be fully
13 complied with by all parties hereto.

Micro Fiched

14 SEVENTH: In the event there is any disagreement as to
15 the work schedule of RADIOLOGIST such disagreement shall be
16 referred to the executive committee of the Yolo General Hospital
17 medical staff for recommendation to the governing board of COUNTY,
18 whose action shall be final. COUNTY expressly agrees that the
19 work of the X-Ray Department may be done by such assistant radiolo-
20 gists as RADIOLOGIST may employ, or associates or partners in
21 practice with RADIOLOGIST, so long as approval of COUNTY is ob-
22 tained prior to such practice by assistant radiologists or associ-
23 ates or partners. Nothing contained in this paragraph or in this
24 agreement shall be construed to permit assignment by RADIOLOGIST
25 of any rights under this agreement, and such assignment is
26 expressly prohibited.

27 EIGHTH: This agreement shall be in effect for a period
28 beginning July 1, 1974, and ending June 30th, 1975, but may be
29 terminated earlier by either party giving the other thirty days'
30 notice in writing of said earlier termination date.

31 IN WITNESS WHEREOF, COUNTY has caused this agreement to
32 be executed and its seal to be hereunto affixed by its officers

1 thereunto duly authorized and RADIOLOGIST has executed this agree-
2 ment by hereunto setting his hand as of the day and year first
3 above written.

4 COUNTY OF YOLO for the Yolo General
5 Hospital

6 BY

W. E. Munich

7 CHAIRMAN OF THE BOARD OF SUPERVISORS
8 COUNTY OF YOLO, STATE OF CALIFORNIA

9 ATTEST:

10 LAURENCE P. HENIGAN, CLERK

11 BY PAULA C. CORRAL
12 DEPUTY

Micro Fiched

13 (SEAL)

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20 *G. Robert Hanson*
21 G. ROBERT HANSON, M. D., RADIOLOGIST
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PACIFIC STANDARD LIFE INSURANCE COMPANY
EXECUTIVE OFFICE DAVIS, CALIFORNIA

ENDORSEMENT AMENDING POLICY PROVISIONS

In consideration of the issuance or renewal of the policy to which this Endorsement is attached, said policy is hereby amended as follows:

1. For each insured employee, the amount of Life Insurance is changed to \$5,000.00 and the amount of Principal Sum is changed to \$5,000.00. When the employee attains the age of 65 years, the amount of Life Insurance and the amount of Principal Sum automatically reduce to 50% of the stated amounts.
2. Under the "Hospital Benefits" section:
 - (a) The room and board maximum benefit is changed to \$50.00 per day.
 - (b) The maximum amount payable for "Other Hospital Expenses" is changed to \$1,000.00, and the maximum amount payable for "Out-Patient Care" is changed to \$1,000.00.
3. The Professional Anesthetist Benefits, including form G 2206, and the Surgical Benefits and Dental Surgery Section, including form G 2227 are deleted in their entirety, and the attached Surgical Benefits and Professional Anesthetist Benefit sections, form G 2880, is substituted in lieu thereof, with a value per unit of \$7.50 and a maximum benefit for the Surgical Benefits of \$1,500.00.
4. The value per unit for the In-Hospital Medical Care Benefits is changed to \$7.50, and the maximum benefit is changed to \$232.50.
5. The value per unit for the Diagnostic X-Ray and Laboratory Examination Benefits is changed to \$7.50.
6. Under the Major Medical Expense Benefits section:
 - (a) The value per unit is changed to \$8.50.
 - (b) The maximum benefit is changed to \$40,000.00.

Micro Filled

This Endorsement shall become effective at 12:01 A.M. on the date of issuance shown below. This Endorsement expires concurrently with the policy to which it is attached and is subject to all of the provisions, conditions and limitations of the policy not inconsistent herewith.

In Witness Whereof PACIFIC STANDARD LIFE INSURANCE COMPANY has caused this Endorsement to be signed by its President and Secretary, but this Endorsement shall not be binding upon the Company unless countersigned by the Registrar or a duly authorized agent of the Company.

GL,GD

Attached to and made a part of Policy Number GH,GM 377 issued to COUNTY OF YOLO

Countersigned and issued this

July 1, 1974

Thomas Needham

Secretary

By Beverly E. Short
Registrar or Authorized Agent

Clifford M. Hamble

President

The undersigned policyholder to whom said policy is issued, hereby consents and agrees to the amendment of the policy by the foregoing Endorsement and further, that the original of said Endorsement shall be attached to and considered a part of said policy.

FILED

JUL 29 1974

LAURENCE P. RODRIGUEZ, Clerk

By Paul RodriquezPolicyholder COUNTY OF YOLOBy W. E. Hamble

To be signed in duplicate, the original to be attached to the policy and signed duplicate to be sent to the Home Office.

SURGICAL BENEFITS

Upon receipt of due proof that an Insured has undergone a surgical operation by a legally qualified physician or surgeon because of accidental bodily injury or sickness, the Company will pay the surgical fee incurred for such operation, but not to exceed:

- (1) the Relative Unit Value shown in the Schedule of Operations times the dollar value per unit listed in the Schedule of Benefits;
- (2) for all operations during any period of continuous disability, the Maximum Benefit for Surgical Benefits as shown in the Schedule of Benefits.

The term "operation" as used herein shall mean any surgical procedure listed below.

MULTIPLE SURGICAL PROCEDURES:

- (1) When multiple or bilateral surgical procedures, which add significant time or complexity to patient care, are performed at the same operative session, the total value shall be the value of the major procedure plus 50% of the value of the lesser procedure(s) unless otherwise specified.
- (2) When an incidental procedure, (i.e., incidental appendectomy, lysis of adhesions, excision of previous scar, puncture of ovarian cyst) is performed through the same incision, the value will be that of the major procedure only.

SCHEDULE OF OPERATIONS

Micro Fiched

The relative values set forth in this schedule should not be related to values set forth in any other schedule herein

	RELATIVE UNIT VALUE	ANES
Excision of cyst, fibro-adenoma or other benign tumor	15.0	3.0 T
Complete (simple) mastectomy	30.0	3.0 T
Fractured radius, head, simple, closed reduction	15.0	3.0 T
Fractured femur, neck, multiple pinning	80.0	5.0 T
Fractured tibia and fibula, shafts, simple, closed reduction	30.0	3.0 T
Suture of torn, ruptured or severed cruciate ligament, knee	55.0	3.0 T
Repair, myocardial aneurysm	200.0	15.0 T
Tonsillectomy, with or without adenoidectomy, under age 18 years	15.0	3.0 T
Appendectomy	40.0	4.0 T
Hernioplasty, inguinal, unilateral	35.0	3.0 T
Prostatectomy, perineal, radical	100.0	6.0 T
Total Hysterectomy (corpus and cervix), with or without tubes, and/or ovaries, one or both	60.0	4.0 T
Dilation and curettage of uterus (independent procedure), under anesthesia, diagnostic or therapeutic	15.0	3.0 T
Sub-occipital craniectomy for brain tumor	150.0	11.0 T
Extraction of lens, intracapsular, extracapsular or linear, unilateral	80.0	8.0 T
Myringotomy; tympanotomy	3.0	3.0 T
Mastoidectomy, radical with skin graft	90.0	4.0 T

For the purposes of the insurance provided in this Surgical Section, successive operations shall be considered as occurring during one period of continuous disability except where (a) in the case of the employee or member, the operations are separated by a return to active full-time work, or, in the case of a dependent, the operations are separated by an interval of three months or more, or (b) the later operation is due to causes entirely different from those of the previous operation.

The amounts shown are selected from the Relative Value Study as filed with the State Insurance Commissioner and attached to and made a part of the master policy. The Company will pay, subject to the limit provided for Surgical Benefits, for operations not named in the foregoing schedule amounts determined on the basis of the Relative Value Study.

The Surgical Section and accompanying Schedule of Operations do not cover any loss caused by pregnancy (including resulting childbirth or complication therefrom), or fees of an assistant surgeon.

This benefit is subject to all conditions and limitations set forth above, and as set forth in the Policy, except as herein modified.

PROFESSIONAL ANESTHETIST BENEFIT

The Company will pay for the services of a professional anesthetist in accordance with the Relative Value Study as filed with the State Insurance Commission and the Policyholder, not to exceed the Relative Unit Value shown times the dollar value per unit listed in the Schedule of Benefits.

This benefit is subject to all conditions and limitations set forth above, and as set forth in the Policy, except as herein modified.

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RECEIVED

FILED

AUG 16 1974

AGREEMENT NO. 74-151

AUG 16 1974

LAURENCE P. HENIGAN, Clerk

LAURENCE P. HENIGAN, Clerk

By..... 3 Deputy

(Agreement for Consultation and Research Services provided to the Yolo County Probation Department.)

By..... BARBARA A. RODGERS
Deputy

THIS AGREEMENT, dated this 29th day of July,

1974 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the NATIONAL COUNCIL ON CRIME AND DELINQUENCY, a non-profit corporation, hereinafter called CONTRACTOR,

WITNESSETH:

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AGREEMENTS:

1. In accordance with the terms and conditions of this Agreement, CONTRACTOR hereby agrees to provide editing, keypunching, and computerization of individual Yolo County Probation Department case data, data to be summarized and statistically analyzed.
2. CONTRACTOR hereby agrees to provide said summaries and analysis in response to administrative needs of the Yolo County Probation Department.
3. CONTRACTOR hereby agrees to provide Professional Consultation, within the limits of other work-time commitments, on program development, applications for grant funding, and research programming.
4. Any data collected or maintained by the CONTRACTOR is and

1 shall remain the property of the Yolo County Probation
2 Department unless otherwise hereafter agreed to by the
3 parties.

- 4 5. CONTRACTOR hereby agrees to provide the above stated
5 services on the following basis:

6 -- Administrative Summaries. Annual summaries will be
7 compiled for adults and juveniles. Summaries will
8 vary according to, and be responsive to, adminis-
9 trative needs, as determined through meetings
10 between the Research Center and Probation Depart-
11 ment personnel. The summaries may include *Micro Fiched*
12 descriptions of the adult and juvenile referrals,
13 their characteristics, and probation outcomes--
14 broken down by status at referral, referral
15 offense, race, or area of residence--whatever is
16 requested. Included will be process descriptions,
17 analyzing court-probation movement of cases for
18 both adults and juveniles.

19 -- Analytic Comparisons. Primarily in response to
20 direct questions posed by probation staff, these
21 comparisons may take the form of Superior Court
22 vs. Justice Court referrals; cases assigned to
23 Subsidy Program vs. non-Subsidy Program; juvenile
24 probationers under supervision at home vs. those
25 living in a group home; juveniles referred for
26
27
28

1 juvenile, non-criminal offenses (e.g., runaway,
2 incorrigible, etc.) vs. delinquent offenses
3 (burglary, car theft, etc.). Comparison in terms
4 of characteristics and case outcomes can and will
5 be made among any client subgroups identifiable
6 with the data bank.

7
8 -- Component Evaluations. The effectiveness, measured
9 in terms of case outcome, of specific programmed
10 probation efforts (informal probation, behavior
11 modification approaches, drug counseling, diver-
12 sion programs, etc.) will be determined upon request
13 --provided that groups of clients involved in these
14 programs can be identified for study, and that
15 additional data collection is not required. Micro Fiches

16
17 -- Information Access. Answers will be provided
18 from the data bank for specific requests. It is
19 intended to provide quick-response capability for
20 management planning information. For example,
21 information such as the number of youngsters from
22 Broderick-Kryte who were on informal probation
23 supervision, re-referred for burglary and placed
24 in foster homes could be provided. Although most
25 requests could be answered within twenty-four
26 hours, particularly complex or detailed analyses
27 may take longer.
28

-- Research Resources and Consultation. This will include use of the Research Center library, and, through the Research Center, the main NJCCD Library in Hackensack, New Jersey, for development of new probation programs and proposals. In addition, consultation, when needed, will be provided in areas of probation development, in-house evaluation of programs, etc.

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Personnel

Peter S. Venezia, Evaluation Director (15% x \$24,000)	(\$ 3,600)*
Anita L. Langbahn (40% x \$10,500)	4,200
F.I.C.A. (5.65% of first \$13,200)	246
State Unemployment Insurance (3.6% of first \$4,200)	151
Fringe Benefits (2% of salary)	84
Variable Part-time Assistance	250
Subtotal	\$ 4,931
Overhead (52.2% of salaries & wages)	2,574
Total Personnel	\$ 7,505

Consultant Time

Key punching, Verifying, Computer Programming, Other Data Processing	1,000
Statistician, Secretarial	1,000

<u>Supplies</u>	140
<u>Postage and Shipping</u>	153

<u>Telephone</u>	\$ 100
<u>Occupancy</u>	
2 work stations @ 120 sq.ft. x \$4.80/sq.ft./yr. on	1,152
<u>Data Processing and Equipment Rental</u>	200
<u>Computer Time</u>	300
<u>Other Miscellaneous</u>	150
<u>Equipment Purchase</u>	Micro Fiches 200
<u>Travel</u>	
2 trips/month, Davis-Woodland @ 35 miles each x \$.12/mile	<u>100</u>
TOTAL	\$12,000
*Total Donated	\$ 3,600

6. In consideration, COUNTY agrees to pay the stipulated sum of \$12,000 as follows:

- a. Three thousand dollars (\$3,000) payable within one month of the execution of this agreement.
- b. Three thousand dollars (\$3,000) payable December 1, 1974.
- c. Three thousand dollars (\$3,000) payable April 1, 1975.
- d. Three thousand dollars (\$3,000) payable June 30, 1975 upon proof satisfactory to COUNTY that CONTRACTOR has incurred the expenses under this agreement.

7. IT IS MUTUALLY AGREED AS FOLLOWS:

The terms of this Agreement shall be considered to have commenced on the 1st day of July, 1974, and shall terminate on June 30, 1975.

IN WITNESS WHEREOF, the parties hereto have

1 executed this Agreement the day and year first above
2 written.

3
4 COUNTY OF YOLO, a political
5 subdivision of the State of
6 California

7 BY W. E. Duncan
8 CHAIRMAN OF THE BOARD OF
9 SUPERVISORS

10 ATTEST:

11 LAURENCE P. HENIGAN, Clerk

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12
13 BY Barbara Polgar
14 DEPUTY

15
16
17
18 NATIONAL COUNCIL ON CRIME AND
19 DELINQUENCY, a non-profit corporation

20
21 BY Stephen Ward
22 EXECUTIVE VICE-PRESIDENT

23 CHARLES R. MACK
24 COUNTY COUNSEL
25 BY: Charles R. Mack
26 DEPUTY COUNTY COUNSEL

27 sh

FILED

JUL 29 1974

LAURENCE P. HENIGAN, Clerk YOLO COUNTY AGREEMENT NO. 74-152

By Barbara A. Rodgers
Deputy
THIS AGREEMENT, made this 29th day of July,

1974, by and between SACRAMENTO NORTHERN RAILWAY, a corporation, hereinafter termed "Railroad", and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter termed "Grantee";

W I T N E S S E T H:

WHEREAS, Railroad is operating a line of railroad in the County of Yolo, State of California; and

WHEREAS, Grantee desires to reconstruct a public street or highway, CPUC Crossing No. 8-88.5, hereinafter termed "roadway" across Railroad's track and right-of-way within the real property described on Exhibit "A" attached hereto and by reference made a part hereof; and

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WHEREAS, Railroad is willing to grant to Grantee the right to reconstruct and maintain said roadway across Railroad's right-of-way and track in the vicinity of Milepost 88.5 upon the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the premises and the covenants, promises and agreements hereinafter contained to be kept, observed and performed by Grantee, Railroad, to the extent it has the right and power to do so, hereby grants to Grantee the right to reconstruct, improve, maintain and use a roadway upon and across

Railroad's track and right-of-way located upon and across the real property described in said Exhibit "A" upon the following terms and conditions, to all of which Grantee assents, to wit:

1. The rights herein granted are expressly limited vertically and shall not extend beyond a plane parallel with and twenty (20) feet above the roadway surface as originally constructed, except that lighting fixtures and similar highway appurtenances may extend above said plane, provided that any such facilities will be removed or rearranged within thirty (30) days after notification from Railroad that such facilities interfere with Railroad's intended use of the space above said plane. Micro Fiched

2. This grant is subject and subordinate to the prior right of Railroad to use all the property described in the performance of its duty as a common carrier, and there is reserved unto Railroad the right to construct, reconstruct, maintain, use and remove existing and future railroad, transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across or along said property. In the event tracks are removed from said property, Railroad shall not be obligated to make any change in the grade of said roadway.

This grant is subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances,

liens and claims of title which may affect said property, and the word "grant" shall not be construed as a covenant against the existence thereof.

3. The rights herein granted shall lapse and become void if the reconstruction of said roadway is not commenced within one (1) year from the date first herein written.

4. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said right-of-way, except as necessary for maintenance of said roadway. **Micro Filled**
Any construction, reconstruction or relocation of such facilities shall be subject to the approval of Railroad's Chief Engineer.

5. Grantee shall obtain any necessary governmental authority to reconstruct, improve, maintain and use said roadway. Any contractor performing work on the property herein described shall execute Railroad's standard form of contractor's agreement prior to commencing any work on Railroad's premises.

6. Except as herein otherwise provided, Grantee shall bear the entire expense of reconstructing, improving

and maintaining said roadway. The crossing of said roadway over any tracks of Railroad shall be reconstructed and maintained at the grade of said tracks now or hereafter existing. After the reconstruction of said roadway has been completed, Railroad shall maintain the surface of that portion of said roadway between lines two (2) feet outside the rails of each track located thereon.

7. As part consideration herefore, Grantee agrees to pay Railroad an amount equal to all assessments levied by any lawful body against the property of Railroad to defray any part of the expense incurred in connection with the reconstruction of said highway, exclusive of automatic gate crossing protection, commenced within one (1) year from the date first herein written.

8. Should Grantee at any time abandon the use of said property or any part thereof, or fail to use the same for said purpose for a continuous period of one (1) year, the rights herein granted shall cease to the extent of the use so abandoned or discontinued, and Railroad shall at once have the right, in addition to, but not in qualification of, the right hereinabove reserved, to resume exclusive possession of said property or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said roadway including the paving, from said property of Railroad to restore said property as nearly as practicable to the same state and condition in which it existed prior to the reconstruction of said roadway and to bear the expense thereof.

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Should Grantee in such event fail, neglect or refuse to so remove said roadway and restore said property, such removal and restoration may be performed by Railroad, at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

9. Grantee agrees to reimburse the holders of any license, lease or easement granted by Railroad and constructed prior to the date first hereinabove written, for the cost of relocation, rearrangement, reinforcement or other protection of such facilities necessitated or made necessary as a result of Grantee's proposed reconstruction of said roadway.

10. This agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and the assigns of Grantee.

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IN WITNESS WHEREOF, the parties hereto have causes these presents to be executed in duplicate as of the day and year first hereinabove written.

SACRAMENTO NORTHERN RAILWAY

By *L. M. Nielsen*
President and General Manager

and by *Edith M. Giff*
Assistant Secretary

ATTEST:
LAURENCE P. HENIGAN,
County Clerk and
Ex-Officio Clerk of
the Board of Super-
visors of the County
of Yolo, State of
California.

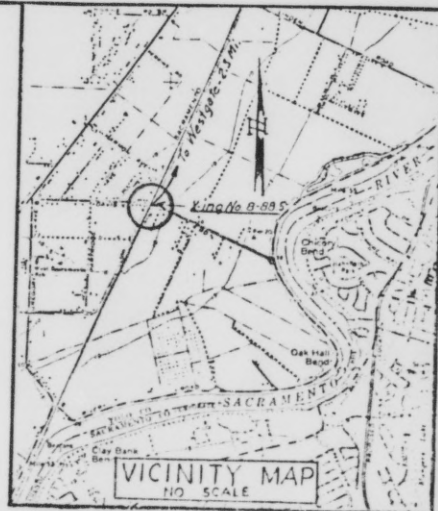
Pauline Rodgers
Deputy Clerk

COUNTY OF YOLO, a political sub-
division of the State of California

By *W. E. Duncan*

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

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THE WESTERN PACIFIC RAILROAD COMPANY
SACRAMENTO NORTHERN RAILWAY
TIDEWATER SOUTHERN RAILWAY CO.

326 MISSION STREET SAN FRANCISCO, CALIFORNIA 94105 TELEPHONE 941-1100

PROPOSED JOINT USE
AGREEMENT WITH
THE COUNTY OF YOLO

OFFICE OF CHIEF ENGINEER

SAN FRANCISCO

DB REF

APPROVED

FILE NO.

50

1173

Subtype **and**

DATE 3-3-79

2000

S. N. - Other

1-2

CMAA 404

LTB	DATE	DESCRIPTION	BY

TABLE OF CHANGES
USE ONLY PRINTS SHOWING LATEST CHANGES

DESCRIPTION OF RAILROAD CROSSING DAVIS ROAD AND RIGHT-OF-WAY
OF THE SACRAMENTO NORTHERN RAILWAY--COUNTY OF YOLO

. . . A parcel of land situate in Reclamation District No. 900, Yolo County, California, said parcel being more particularly described as follows:

Commencing at the intersection of the centerline of Antioch Avenue and Davis Road, as said intersection appears of record on the Map filed in Book 5 of Maps and Surveys at Page 38, Yolo County Records; thence along the center line of Davis Road and the following two courses: (1) East 15.63 feet, (2) South $66^{\circ} 55' 20''$ East, 5.62 feet, to the westerly line of the Sacramento Northern Railway Right-Of-Way, the true point of beginning; thence North $23^{\circ} 04' 40''$ East, 50.00 feet, along said westerly line to a point of cusp with a tangent curve, a radial line through said point bears North $66^{\circ} 55' 20''$ West; thence along said curve, concave to the northeast, with a radius of 25.00 feet, through a central angle of $90^{\circ} 00' 00''$, with a chord bearing South $21^{\circ} 55' 20''$ East, 35.36 feet, to the northerly Right-Of-Way line of Davis Road; thence South $66^{\circ} 55' 20''$ East, 75.00 feet, along said northerly Right-Of-Way line to the easterly line of the Sacramento Northern Railway Right-Of-Way; thence South $23^{\circ} 04' 40''$ West, 70.00 feet, along said easterly line; thence North $72^{\circ} 03' 06''$ West, 77.54 feet, to a tangent curve; thence along said curve, concave to the southeast, with a radius of 25.00 feet, through a central angle of $84^{\circ} 52' 14''$, with a chord bearing South $65^{\circ} 30' 47''$ West, 33.74 feet, to a point of cusp with the westerly line of the Sacramento Northern Railway Right-Of-Way; thence North $23^{\circ} 04' 40''$ East, 76.84 feet, along said westerly line to the true point of beginning.

EXHIBIT "A"
Sheet 2 of 2

YOL0 COUNTY AGREEMENT 74-153
CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT made the 29th day of July, 1974
by and between W. W. 'Bill' Tyler

, hereinafter called CONTRACTOR, and the
County of Yolo, hereinafter designated as
the OWNER.

WITNESSETH: That Contractor and Owner for the considerations hereinafter
named agree as follows:

ARTICLE 1: SCOPE OF WORK

In accordance with the terms of this Agreement and the Contract Documents
referred to herein, Contractor agrees at Contractor's own cost and expense
to provide all materials, labor, taxes, services, insurance, transportation
facilities and incidentals necessary, convenient and proper in order fairly
to perform in a workmanlike manner faithfully and fully the work set forth
in the Drawings and Specifications entitled, Security Rooms Alteration to
Yolo County Courthouse prepared by Schaefer and Wirth Architects and Planners,
AIA, hereinafter called ARCHITECTS.

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ARTICLE II: CONTRACT DOCUMENTS

The Contract Documents consist of the following:

Advertisement for Bids
Instructions to Bidders
Proposal Form
Construction Agreement
Bond for Faithful Performance
Payment Bond on Public Work
General Conditions
Supplementary Conditions
Drawings
Specifications,

together with all modifications and addenda included in these documents before
their execution. All Contract Documents are complementary so that work or
agreements called for in one and not mentioned in another are to be executed
as though mentioned in all, and each and every difference of opinion respect-
ing the same shall be finally determined by the Architect.

ARTICLE III: EXTRA WORK

The work to be performed under this Construction Agreement shall not be
altered or changed in any manner unless Architect or Owner shall first so order.
Whenever any such change or alteration is so ordered, the particular change
or alteration shall be specified in writing and the cost thereof agreed upon
between Owner and Contractor. In no case shall Owner pay or become liable
to pay for any extra work done on or extra material furnished upon, in or
about said work, save and except as otherwise provided for in said Drawings
and Specifications; said Drawings and Specifications shall control in all
particulars.

FILED
JUL 29 1974

LAURENCE P. HENIGAN, Clerk
By *Balanced Rodger*
Deputy

ARTICLE IV: CONTRACT TIME

- A. Time: The Contractor shall start the work to be performed under this Contract within five (5) calendar days after having been given written notice to proceed by the Owner. Said work shall be diligently prosecuted to completion. The work shall be completed within 45 calendar days after date of start of construction.
- B. Extensions of Time: Extensions of time shall be granted to the Contractor for delays in the completion of the work caused by Acts of God or of the public enemy, Act of the State, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, shortages of materials, labor, fixtures or equipment (provided that the Contractor furnishes satisfactory and acceptable proof that he has made diligent attempts to obtain same), and severe weather -- or delays of Sub-Contractors due to such causes provided that the Contractor shall notify the Architect in writing, of the causes of delay and the Owner shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.
- C. Damages: Should the Contractor fail to complete this agreement and the work provided herein within the time fixed for such completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to Owner for all loss and damage which the latter may suffer on account thereof.

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- D. Liquidated Damages: It is hereby understood and agreed that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which Owner will sustain in the event of, and by the reason of delay in performance of this agreement; and it is therefore agreed that Contractor will pay Owner the sum of Fifteen (\$ 15.00) per each day and each day's delay beyond the time herein prescribed in finishing the said work, as liquidated damages; Contractor agrees to pay said liquidated damages as herein provided and in case the same shall not be paid, agrees that Owner may deduct the amount thereof from any money due or that may become due Contractor under this Construction Agreement, and that Owner shall have the right to recover the amount thereof from the Contractor or his sureties, in addition to any other remedy that may be available to Owner.

ARTICLE V: CONTRACT SUM

In consideration of the agreements on the part of Contractor and the strict and literal fulfillment of each and every such agreement and as compensation agreed upon for said work, Owner agrees to pay for the performance of the Contract subject to additions or deductions provided for therein, the sum of Seventeen Thousand Six Hundred Eighty Six and 00/100 Dollars (\$ 17,686.00) in legally executed warrants of the Owner in progress payments in the manner set forth in the Contract Documents. Said sum represents

the base bid together with the following accepted alternates as set forth in the Contractor's accepted bid: NONE

ARTICLE VI: HOURS OF LABOR

- A. General: Eight hours of labor shall constitute a legal day's work upon all work done hereunder and forty hours of labor shall constitute a legal week's work upon all work done hereunder. It is expressly stipulated that no workmen employed at any time by the Contractor or by any subcontractor or subcontractors under this project upon the work or upon any part of the work contemplated by this Contract shall be required or permitted to work thereon more than eight hours in any one calendar day and forty hours in any one calendar week except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of California, all the provisions whereof are deemed to be incorporated herein.
- B. Reporting: Contractor and any subcontractor or subcontractors under this Contract shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each workman employed in connection with the work or upon any part of the work contemplated by this Contract. The records shall be kept open at all reasonable hours to the inspection of the Owner and to the *Division of Labor Law Enforcement.* *Micro Fiched*
- C. Penalty: It is further expressly stipulated that for each and every violation of this stipulation said Contractor shall forfeit as a penalty to the Owner for each workman employed in the execution of this Contract or by any subcontractor under this Contract for each calendar day during which said workman is required or permitted to labor more than eight hours, in any one calendar day and forty hours in any one calendar week, and said labor is in violation of the provisions of said section of the Labor Code and for each such violation, Contractor shall be liable to any affected employee for amounts due and to the United States for liquidated damages to be computed at the rate of \$10.00 per day for each employee affected, as provided in A201, Supplementary Conditions, subparagraph 16.6.2.

ARTICLE VII: APPRENTICES

- A. Authority to Employ: Properly indentured apprentices may be employed upon this work. In accordance with Section 1777.5 of the Labor Code of California, such apprentices must be in training upon apprenticeship standards and written apprenticeship agreements pursuant to Section 3070, et seq. of the Labor Code of California, and the employment of such apprentices shall be in accordance with the provisions of such apprenticeship standards and apprentice agreements. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the work of the craft or trade to which he is indentured.

- B. Application for Certificate: If Contractor or any subcontractor under him, in performing any work hereunder employs workmen in any apprenticeable craft or trade, the Contractor and subcontractor pursuant to Labor Code Section 1777.5 shall apply in each such case to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of work for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area of the site of the work performed hereunder.
- C. Employment of Apprentices: The Contractor or subcontractor, if he is covered by Labor Code Section 1777.5, shall upon the issuance of the approval certificate in each such craft or trade, employ the proper number of apprentices.
- D. Contribution to Apprenticeship Program: Contractor or any subcontractor under him, who, in performing any of the work hereunder, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the work performed hereunder, to which fund or funds other contractors in said area are contributing, shall contribute to the fund or funds in each craft or trade in which he employs journeymen or apprentices on the work performed hereunder in the same amount or on the same basis and in the same manner as the other contractors do.
- Micro Eched
- E. Discrimination: Contractor and any subcontractor under him, in accordance with Labor Code Section 1777.6 shall not refuse to accept otherwise qualified employees as indentured apprentices on the work to be performed hereunder solely on the ground of the race, religion, creed, color, national origin or ancestry, or sex of such employee.

ARTICLE VIII: TRAVEL AND SUBSISTENCE PAY

There shall be paid to each workman needed to execute the work to be performed hereunder such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provisions of Labor Code Section 1773.8. To establish such travel and subsistence payments this section requires the representative of any craft, classification or type of workman needed to execute this Contract, to file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

ARTICLE IX: DOMESTIC MATERIALS

Delete

ARTICLE X: SUBCONTRACTORS

It is hereby understood and agreed that the provisions of the subletting and subcontracting Fair Practices Act, Government Code Sections 4100 through 4113 shall be binding upon the parties hereto, and by this reference are deemed incorporated in this agreement to the same effect as if set forth herein in full.

ARTICLE XI: WORKMEN'S COMPENSATION

- A. In accordance with the provisions of Section 3700 of the California Labor Code, Contractor will be required to secure the payment of compensation to his employees.
- B. Pursuant to the provisions of the Labor Code Section 1861, Contractor by executing this Construction Agreement hereby signs and files with the Owner the following certification prior to performing the work of the Contract: "I am aware to the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workmen's Compensation or to undertake self-insurance in accordance with that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

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ARTICLE XII: BONDS

Contractor shall furnish and deliver to Owner for its approval upon the execution of this Construction Agreement two good and sufficient bonds issued by a Surety Company authorized to do business in the State of California and shall maintain such bonds during the entire life of the Construction Agreement. One such bond shall be in the sum of Fifty Percent (50%) of the contract sum and shall be conditioned for the faithful performance of said Contractor of this agreement according to the terms and provisions herein. The second bond shall be a Labor and Material Payment Bond in the sum of not less than Fifty (50%) of the Contract Sum. No pre-payment or delay in payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same and no forbearance on the part of Owner shall in anywise affect the obligations of the surety on the bonds, and the surety does hereby waive notice of and consents to any such payment, change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specification and forbearance and said surety does hereby waive to provisions of Sections 2819 and 2845 of the California Civil Code.

ARTICLE XIII: PREVAILING WAGES

- A. Wage Rates: In accordance with the provisions of Sections 1770 and 1773 of the California State Labor Code, the Owner has ascertained the general applicable prevailing rates of per diem wages and rates for legal holiday and overtime work in the locality in which this work is to be performed, and for each craft or type of workman or mechanic needed to execute the Contract. These rates per hour, as adopted by the County Superintendent of Schools of Yolo County, are as set forth in the wage determination made by the U. S. Secretary of Labor and made a part thereof of this Contract.

- B. Stipulation: It shall be mandatory upon the Contractor to whom the Contract is awarded and upon any subcontractor under him to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the Contract.
- C. Records: The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workmen, and mechanics employed in connection with the execution of the agreement or any subcontracts thereunder and showing also the actual per diem wages paid to each of said workers which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents and to the Division of Labor Law Enforcement.
- D. Penalty: Pursuant to the provisions of Sections 1770 to 1780, inclusive, of the Labor Code of California, it is hereby agreed and stipulated that Contractor shall forfeit to the Owner as a penalty, Twenty-Five Dollars (\$25.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this agreement by him or any subcontractor under him.
- E. The Owner shall require that any class of laborers or mechanics which is not listed in the wage determinations below and which is to be employed under the Contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent to the appropriate Federal Agency. If the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers or mechanics to be used, the Owner shall submit the question together with his recommendations through the appropriate administering agency, to the U. S. Secretary of Labor for final determination. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.
- F. The per diem wage is the hourly wage rate multiplied by the number of hours constituting a working day. The hourly wage rates are the rates as determined by the U. S. Secretary of Labor.
- G. The undersigned acknowledges the receipt of the below listed Addendas and hereby agrees that these Addendas are part of this Agreement and included in the Contract Price.

Micro Fiched

This Agreement includes the following Addendas:

Addenda No's. # 1 _____

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement the day and year first above written.

CONTRACTOR

W. W. 'Bill' Tyler
Firm

1171 Longcraft Street
Address

West Sacramento, California
City State

By: W. W. Biel
Authorized Person

OWNER

YOLO COUNTY BOARD OF SUPERVISORS

YOLO COUNTY COURTHOUSE
Address

Woodland, California
City State

By: Wm E. Duncan
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Micro Fiched

LAURENCE P. HENIGAN, CLERK

BY Balraa A. Rodgers
Deputy

Approved as to Form

Dated _____

County Counsel of Yalo County

RECEIVED

SEP - 4 1974

LAURENCE P. HENIGAN, Clerk

FILED

SEP - 4 1974

LAURENCE P. HENIGAN, Clerk

By _____

Deputy

AGREEMENT NO. 74-154

By _____

Date _____

(Occupational Therapy and Recreational
Activities Agreement)

THIS AGREEMENT made and entered into this 29th day of
July, 1974, at Woodland, California, by and between the
COUNTY OF YOLO, a political subdivision of the State of California,
hereinafter called COUNTY, and JUDITH LESLIE ENGLISH, Registered
Occupational Therapist, hereinafter called THERAPIST,

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W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST
agrees to perform the following services on part time basis as
required:

- A. To provide occupational therapy services under the
direction of the Medical Staff for the occupational
rehabilitation of patients at Yolo General Hospital.
- B. To prepare occupational therapy plans on each patient.
- C. To maintain a written record of the therapy provided to
and progress attained by each patient.
- D. In the discharge of all duties and responsibilities listed
above, THERAPIST shall perform services at times to be
determined by agreement between THERAPIST and Hospital
Administrator.

2. In consideration of the covenants of THERAPIST herein, COUNTY
agrees to pay THERAPIST at the rate of EIGHT and 50/100 (\$8.50)
DOLLARS per hour.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

- A. In the performance of the work, duties and obligations
devolving upon her under this agreement, THERAPIST is
at all times acting and performing as an independent
contractor practicing her profession of occupational
therapy. COUNTY shall not have nor exercise any control

1 or direction over the methods by which THERAPIST shall
2 perform her work and functions except that THERAPIST does
3 by this agreement agrees to perform her work and func-
4 tions at all times in strict accordance with the currently
5 approved methods and practices in her profession and
6 under the direction of the medical staff, and that the
7 sole interest of COUNTY is to assure that said work and
8 functions shall be performed and rendered in a competent,
9 efficient and satisfactory manner. Micro Filled

10 B. This agreement shall commence on July 1st, 1974, and shall
11 be terminated on June 30, 1975, unless sooner terminated
12 by either party upon thirty (30) days' written notice, or
13 upon THERAPIST's failure to maintain active registration
14 status with the American Occupational Therapy Association,
15 Inc.

16 C. No alterations or variations in the terms of this agree-
17 ment shall be valid unless made in writing and signed by
18 the parties hereto, and no oral understandings or agree-
19 ments not incorporated herein and no alterations or
20 variations of the terms hereof unless so made shall be
21 binding upon the parties.

22 D. This agreement supersedes all prior agreements between
23 the parties.

24 IN WITNESS WHEREOF, the parties hereto have executed
25 this agreement the day and year first above written.

26 COUNTY OF YOLO, a political subdivi-
27 sion of the State of California

27 ATTEST:
28 LAURENCE P. HENIGAN, CLERK

28 BY W. E. Henigan
29 CHAIRMAN OF THE BOARD OF SUPERVISORS

29 BY Paula C. Corral
30 DEPUTY
(SEAL)

31 Judith Leslie English
32 JUDITH LESLIE ENGLISH - THERAPIST

JUL 27 1974
VINCE P. HENGMAN, Clerk
of the Board of Directors

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8 SELLERS agree to sell and COUNTY agrees to purchase the
9 hereinafter described real property upon the terms and conditions
10 hereinafter set forth:

15 2. The purchase price is the sum of \$326,445.50.
16 3. COUNTY possesses the power of eminent domain and is acquiring
17 the property pursuant to this agreement in lieu of the condemna-
18 tion thereof, and SELLER intends to sell the property pursuant
19 to this agreement under the threat of such condemnation.

(a) To deposit the purchase price in escrow with Western Title Guaranty Company, Second and Court, Woodland, California, escrow numbers 68005 and 68006, within ten (10) days of the consummation of this agreement by it pursuant to the provisions of Government Code Section 25350.

5. Title is to be free from all liens, encumbrances, easements, restrictions, rights and conditions of record or known to SELLERS except for the unrecorded lease between SELLERS and Michael and Mark Lear entered into the 1st day of October, 1972. The above lease will remain in full force upon ownership by the County.

1 SELLERS shall furnish to COUNTY at COUNTY'S expense a standard
2 form California Land Title Insurance policy insuring title in
3 COUNTY subject only to liens, encumbrances, easements, res-
4 trictions, rights and conditions that are acceptable to COUNTY.
5 If SELLERS fails to deliver title as herein provided, then
6 either party hereto may terminate this agreement, or the parties
7 may mutually agree in writing that SELLER shall have sixty (60)
8 days thereafter in which to remove any defects in title that
9 are unacceptable to COUNTY. Micro Fiches

10 6. SELLERS shall pay all property taxes which are due and
11 payable on the closing date. Taxes will not be prorated but
12 SELLER will seek appropriate refund pursuant to Revenue &
13 Taxation Code Sections 4986 and 5096.

14 7. Title shall vest as follows: COUNTY OF YOLO, a political
15 subdivision.

16 8. SELLERS agree as follows:

17 (a) To pay all acknowledgment and recording fees incurred
18 in this transaction and for any documentary stamps required.

19 (b) To permit the entry upon said premises upon the
20 execution of this agreement of surveyors or engineers for the
21 purpose of surveying said property and of persons required to
22 perform the investigation required by COUNTY for the prepara-
23 tion of plans and specifications for improvements to be
24 constructed thereon.

25 9. COUNTY shall have the right to enter into possession of the
26 property upon the close of escrow.

27 10. This agreement is conditioned upon consummation of the
28 purchase in accordance with the procedures set forth in Govern-
29 ment Code Section 25350 within thirty (30) days from the
30 execution of this agreement by County.

31 11. Escrow instructions signed by SELLER and COUNTY shall be
32 delivered to the escrow holders, within ten (10) days from
consumation as described in paragraph 10 above and shall provide

PARCEL 2

The Southeast Quarter of Section 30, Township 9 North,
Range 3 East, M.D.B. & M.

EXCEPTING THEREFROM THE FOLLOWING:

(a) An undivided 2/5ths interest in and to all oil, gas and other minerals in, on or above said land, as excepted in the Deed from B.Z.B. Ranch, Inc., a Hawaii Corporation, to John M. Lear and Marjorie M. Lear, his wife, dated November 15, 1965 and recorded November 17, 1965, in Book 813 of Official Records at page 160.

Micro Fiches

(b) The interest reserved in Deed from Stanley Good Jr., and Louise M. Good, his wife, H. C. Kaupke and Lydia Kaupke, his wife, and Neal Chalmers and Aimee L. Chalmers, his wife, to William H. Patterson and Beatrice Patterson, his wife, et al., dated February 26, 1952 and recorded February 29, 1952, in Book 361 of Official Records, at page 334, which Deed reserved to the grantors their heirs and assigns "an undivided one-fifth interest in and to all of the oil, gas and other minerals in, under and upon said land and all royalties arising therefrom".

(c) That portion thereof, that lies within the following described parcels.

Parcel 1:

All that portion of Sections 29 and 30, Township 9 North
Range 3 East, M.D.B. & M., described as follows:

BEGINNING at the Southwest corner of said Section 29; thence from said point of beginning along the South line of said Section 30 North 89°41'13" West, 625.54 feet; thence North 01°16'44" East 2650.63 feet to a point the East-West center line of said Section 30; thence along said East-West center line South 89°37'13" East, 627.11 feet to the West Quarter corner of said Section 29; thence along the East-West center line of said Section 29 North 89°42'31" East, 2623.95 feet to the center of said Section 29; thence along the North-South center line of said Section 29 South 01°16'44" West, 2634.30 feet to the South Quarter corner of said Section 29; thence along the South line of said section 29 South 89°22'07" West, 2626.01 feet to the point of beginning and containing 197.243 acres, more or less.

Parcel 2:

All that portion of Section 30, Township 9 North, Range 3
East, M.D.B. & M., more particularly described as follows:

1 for closing within ten (10) days from the opening of escrow,
2 subject to written extension signed by SELLER and COUNTY.

3 12. Time is of the essence of this agreement.

4 13. SELLERS signatures hereon constitutes an offer to sell
5 the real estate described above. Unless this agreement is
6 executed by COUNTY within ten (10) days hereof, this offer
7 shall be deemed revoked: Micro Fiched

8 IN WITNESS WHEREOF, SELLER has executed this agreement
9 the day and year first above written.

10
11 John M. Lear
12 John M. Lear
13 Marjorie M. Lear
14 Marjorie M. Lear

15 I IN WITNESS WHEREOF, the COUNTY OF YOLO has executed this
16 agreement on the 29th day of July, 1974.

17 COUNTY OF YOLO, a political
18 Subdivision of the State of
19 California.

20 By W. E. Lear
21 CHAIRMAN
22 BOARD OF SUPERVISORS

23 * The pump, motor and column presently connected to the south well
24 on the real property referred to in Paragraph 1 hereto are
25 to be deemed personal property, title to which is reserved by
26 Sellers.

27 Approved as to Form

28 Dated

29 W. E. Lear
30 County Counsel of Yolo County
31
32

Exhibit "A"

PARCEL 1

Tract 1, 2, 3, and 4, as shown on the official map of "Geo. John Haussler, et al, Lands", filed for record in the office of the Recorder of Yolo County, California, on April 4, 1921, in Book 4 of Maps and Surveys, at page 54.

EXCEPTING THEREFROM THE FOLLOWING:

Micro Fiched

(a) An undivided 2/5ths interest in and to all oil, gas and other minerals in, on or above said land, as excepted in the Deed from B.Z.B. Ranch, Inc., a Hawaii Corporation, to John M. Lear and Marjorie M. Lear, his wife, dated November 15, 1965 and recorded November 17, 1965, in Book 813 of Official Records, at page 160.

(b) The interest reserved in Deed from Stanley Good Jr., and Louise M. Good, his wife H. G. Kaupke and Lydia Kaupke, his wife, and Neal Chalmers and Aimee L. Chalmers, his wife, to William H. Patterson and Beatrice Patterson, his wife, et al., dated February 26, 1952 and recorded February 29, 1952, in Book 361 of Official Records, at page 334, which Deed reserved to the Grantors their heirs and assigns "an undivided one-fifth interest in and to all of the oil, gas and other minerals, in, under and upon said land and all royalties arising therefrom.

(c) That portion thereof that lies within the following described property:

All that portion of Section 30, Township 9 North, Range 3 East, M.D.B.&M., more particularly described as follows:

A strip of land fifty (50) feet in width, the Northerly line of which is described as follows:

BEGINNING at a point on the West line of Section 30, T. 9N., R. 3E., said point of beginning being North 00°59'47" East, 321.36 feet from the Southwest corner of Section 30, T. 9N., R. 3E., thence from said point of beginning South 89°52'11" East, 1636.81 feet; thence North 88°21'43" East, 3,026.97 feet to a point on the Westerly boundary of parcel 1, as described in Final Judgment of Condemnation recorded June 9, 1972, in Book 1021 of Official Records, at page 168. Said point also being North 89°41'13" West, 625.54 feet and North 01°16'44" East, 429.74 feet from the Section corner common to Sections 29, 30, 31, and 32 of Township 9 North, Range 3 East, M.D.B. & M.

(d) The remaining undivided 2/5ths interest in and to all oil, gas and other minerals in or on said land is hereby reserved by and for John M. Lear and Marjorie M. Lear, his wife.

PARCEL 2 (Cont'd)

A strip of land fifty (50) feet in width, the Northerly line of which is described as follows:

BEGINNING at a point on the West line of Section 30, T. 9N., R. 3E., said point of beginning being North $00^{\circ}59'47''$ East, 321.36 feet from the Southwest corner of Section 30, T. 9N., R. 3E., thence from said point of beginning South $89^{\circ}52'11''$ East, 1636.81 feet; thence North $88^{\circ}21'43''$ East 3,026.97 feet to a point on the Westerly boundary of parcel one of exception (c) described above, said point also being North $85^{\circ}41'13''$ West, 625.54 feet and North $01^{\circ}16'44''$ East, 429.74 feet from the Section corner common to Sections 29, 30, 31, and 32 of Township 9 North, Range 3 East, M.D.B. & M. Micro Fiched

(d) The remaining undivided $2/5$ ths interest in and to all oil, gas and other minerals in or on said land is hereby reserved by and for John M. Lear and Marjorie M. Lear, his wife.

RECEIVED

AUG 26 1974

LAURENCE P. HENIGAN, Clerk

FILED

AUG 26 1974

LAURENCE P. HENIGAN, Clerk

Barbara Rodriguez
Deputy

By.....
Deputy

AGREEMENT NO. 74-156

(Agreement for Revenue Sharing Funds)

THIS AGREEMENT made and entered into this 22th day of July, 1974, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and LEGAL AID SOCIETY OF SACRAMENTO COUNTY, INC., a non-profit corporation, hereinafter called GRANTEE,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY has received and has on hand funds from the Federal government under the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for social services for the poor or aged (31 CFR § 51.31(a)(1)(vii); and

WHEREAS, GRANTEE has submitted an application and proposal for a grant of funds for such purposes, a copy of which is attached hereto; and

WHEREAS, the Board of Supervisors of the County of Yolo in public hearings fully examined said proposal and has approved it by Minute Order on July 1, 1974;

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. COUNTY shall, upon execution of this agreement, pay over to GRANTEE the sum of \$38,000.

2. GRANTEE promises and undertakes to use all of said funds exclusively for said purposes, and in accordance with said budget and proposal attached hereto, and further:

a. Agrees to comply with requirements of the State and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) and with rules and regulations promulgated thereunder (31 CFR Part 51);

1 i. Agrees to comply with the provisions of the Hatch
2 Act which limit political activities of governmental employees.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 agreement as of the day and year hereinabove set forth.

5 COUNTY OF YOLO, a political subdi-
6 vision of the State of California

7 BY *W. E. Hansen*

8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9 ATTEST:

Micro Fichog

10 LAURENCE P. HENIGAN, CLERK

11 BY *Barbara A. Rogers*
12 DEPUTY

13 (SEAL)
14
15
16
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18

19 LEGAL AID SOCIETY OF SACRAMENTO
20 COUNTY, INC., a non-profit corporation

21 BY *Roger K. Warren*

22 ROGER K. WARREN
23 Executive Director
24
25
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FILED

JUL 31 1974

LAURENCE P. HENIGAN, Clerk

1 AGREEMENT NO. 74-157

By: Paula A. Connel
Deputy

2 (Agreement for Revenue Sharing Funds)

3
4 THIS AGREEMENT made and entered into this 31st day of
5 July, 1974, by and between the COUNTY OF YOLO, a political
6 subdivision of the State of California, hereinafter called COUNTY,
7 and YOLO SHELTERED WORKSHOP, INC., a non-profit corporation, herein-
8 after called GRANTEE, Micro Fiched

9
10 W I T N E S S E T H:

11 WHEREAS, COUNTY has received and has on hand funds from
12 the Federal government under the State and Local Fiscal Assistance
13 Act of 1972 (PL 92-512, 31 USC §§ 1221-1263) to be used for social
14 services for the poor, aged and minority (31 CFR § 51.31(a)(1)(vii));
15 and

16 WHEREAS, GRANTEE has submitted an application and proposal
17 for a grant of funds for such purposes, a copy of which is
18 attached hereto; and

19 WHEREAS, the Board of Supervisors of the County of Yolo
20 in public hearings fully examined said proposal and has approved
21 it by Minute Order on July 1, 1974;

22 NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS
23 FOLLOWS:

24 1. COUNTY shall, upon execution of this agreement, pay
25 over to GRANTEE the sum of \$20,400.

26 2. GRANTEE promises and undertakes to use all of said
27 funds exclusively for said purposes, and in accordance with said
28 budget and proposal attached hereto, and further:

29 a. Agrees to comply with requirements of the State
30 and Local Fiscal Assistance Act of 1972 (PL 92-512, 31 USC §§
31 1221-1263) and with rules and regulations promulgated thereunder
32 (31 CFR Part 51);

b. Agrees to maintain proper and adequate records and ledgers sufficient to enable an audit of same in the event audit is necessary or appropriate, and to make said records available to such audit upon reasonable request of COUNTY;

5 c. Agrees that none of these funds will be used,
6 directly or indirectly, as matching funds to obtain other Federal
7 funds: Micro Fiched

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8 d. GRANTEE covenants and warrants that it shall
9 indemnify, defend, and hold COUNTY free and harmless from any
10 loss, claim, or cause of action of any nature whatsoever arising
11 from any of its conduct in the performance of this agreement.

12 e. Agrees to maintain its fiscal accounts in a manner
13 sufficient to:

- 14 1) Permit the reports required by the Secretary
- 15 of the Treasury to be prepared therefrom,
- 16 2) Document compliance with the matching funds
- 17 certification,
- 18 3) Permit the tracing of entitlement funds to a
- 19 level of expenditure adequate to establish
- 20 that such funds have not been used in viola-
- 21 tion of the restrictions and prohibitions of
- 22 the Act:

23 f. Agrees that no person in the United States shall,
24 on the ground of race, color, national origin, or sex, be excluded
25 from participation in, be denied benefits of, or be subjected to
26 discrimination under any program or activity funded in whole or in
27 part with these funds:

28 g. Agrees to comply with Title VI of the Civil Rights
29 Act of 1964 (42 USC 2000d);

30 h. Agrees that the activities to be undertaken under
31 said proposal will be administered by or under the supervision of
32 GRANTEE;

1 i. Agrees to comply with the provisions of the Hatch
2 Act which limit political activities of governmental employees.

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 agreement as of the day and year hereinabove set forth.

5 COUNTY OF YOLO, a political subdi-
6 vision of the State of California

7 BY *W. E. Henigan*
8 CHAIRMAN OF THE BOARD OF SUPERVISORS

9 ATTEST:

Micro Fiched

10 LAURENCE P. HENIGAN, CLERK

11 BY *Paula C. Corral*
12 DEPUTY

13 (SEAL)

17 YOLO SHELTERED WORKSHOP, INC.,
18 a non-profit corporation

19 BY *James R. Lawson*
20 JAMES R. LAWSON, President



Serving Yolo County
Yolo Sheltered Workshop Inc.

OFFICE . . . 660 SIXTH STREET, WOODLAND, CALIFORNIA 95675
ACTIVITY CENTER . . . 660 SIXTH STREET
PRODUCTION SHOP . . . 87 BEEJAY WAY

662-8616
662-0248

66212027

July 23, 1974

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Mr. Charles R. Mack, County Counsel
County of Yolo
P.O. Box 127
Woodland, California 95695

Dear Mr. Mack:

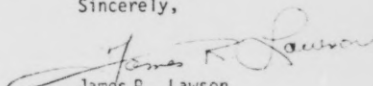
We are pleased to acknowledge the Board of Supervisors tentative decision to grant the Workshop \$20,400 out of Revenue Sharing funds this year.

In response to the requirement contained in your letter of July 9th, for submission of a revised budget setting forth the program for use of a lesser amount (\$20,400 vs \$29,640), we have provided an enclosure indicating the Program Budget and changes to the 1975 Budget reflecting the Revenue Sharing grant. Further, we have enclosed a copy of the 1975 Budget which was not yet available at the time of the original request.

The changes will be incorporated prior to submission of the budget to United Way in the fall and we, of course, will provide your office with amended copies as they occur.

Hopefully, this will facilitate preparation of the agreement between the County and the Workshop and we look forward to early consummation.

Sincerely,


James R. Lawson
President

encl.
DBS/sef

Member Agency



United Crusade

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

PROGRAM BUDGET
REVENUE SHARING GRANT, YOLO COUNTY

BUDGET CATEGORY

1000	YOLO COUNTY REVENUE SHARING GRANT		\$20,400
2100	SALARIES		
	EXECUTIVE DIRECTOR	14,400	
	BOOKKEEPER	<u>6,000</u>	
			<u>\$20,400</u>

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

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1975 BUDGET
CHANGES REFLECTING YOLO COUNTY REVENUE SHARING GRANT

<u>CATEGORY</u>	<u>NOMENCLATURE</u>	<u>AMOUNT</u>
A	1975 BUDGET, TOTAL EXPENDITURES, DIRECT	\$213,503
100	CONTRIBUTIONS	14,911
300	NET PROCEED SPECIAL EVENTS	5,000
800	OTHER UNITED FUNDS (SEE NOTE)	14,100
1000	FEES AND GRANTS FROM GOVERNMENTAL AGENCIES (INCLUDING YOLO COUNTY REV. SHAR. GRANT, 20,400)	92,086
1300	PROGRAM INCOME	7,650
1400	SALES	73,756
1700	MISCELLANEOUS	3,000
B	TOTAL SUPPORT REVENUE - DIRECT	210,503
D	SUPPORT DESIGNATED FROM UNITED COMMUNITY FUND, WOODLAND	<u>3,000</u>
		\$213,503

NOTE: WHILE THE INITIAL BUDGET REFLECTS A PROPOSAL FOR \$30,000 IN SUPPORT FROM UNITED WAY FUND, THIS CHANGE INDICATES THAT AT LEAST \$14,100 MUST BE RECEIVED IN ORDER TO EFFECT AN OVERALL BUDGET AS ORIGINALLY PLANNED.

BUDGET RECAPITULATION
of
SUPPORT/REVENUE and EXPENDITURES FOR CURRENT GENERAL ACTIVITIES

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

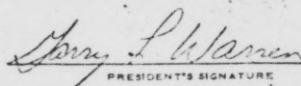
Corporate Name of Agency

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	1973	1974	1974	1975	
	1 Actual Previous Year	2 Budget This Year	3 Actual & Estimated This Year	4 Proposed Budget Next Year	5
Surplus or (Deficit) Beginning of Year	(962.97)		(2,107.13)		
Support/Revenue Other Than United Fund Total Form 4 Less Account #800	209,956.06	226,296.66	138,065.56	176,003.39	
Allocations From Other United Funds Account #800 Form 4	9,260.00	7,578.88	10,300.00	30,000.00	
Allocation From This United Fund	3,000.00	3,500.00	3,000.00	7,500.00	
TOTAL	222,216.06	237,375.54	151,365.56	213,503.39	
Total Expenditures From Form 5	224,323.19	237,375.54	153,363.18	213,503.39	
Surplus or (Deficit) End of Year	(2,107.13)		(1,997.62)		

June 15, 1974

Date



PRESIDENT'S SIGNATURE

PRESENTED TO

UNITED COMMUNITY FUND

Name of Fund

United Way of America

YOLO COUNTY SHELTERED WORKSHOP, COUNCIL, INC.

Name of Agency

BUDGET SUMMARY BY SERVICE
of
SUPPORT/REVENUE and EXPENDITURES for
CURRENT GENERAL ACTIVITIES

Micro Fiched

SERVICES	EXPENDITURES ⁽¹⁾ FOR CURRENT SERVICE OPERATIONS				SUPPORT/REVENUE ⁽²⁾ FOR CURRENT SERVICE OPERATIONS		
	19 ⁵³ Actual Previous Year	19 ⁷⁴ Budget This Year	19 ⁷⁴ Act. & Estimated This Year	19 ⁷⁵ Proposed (3) Next Year	19 ⁵³ Actual Previous Year	19 ⁷⁴ Budget This Year	19 ⁷⁴ Act. & Estimated This Year
1 Management and General				36,404.55			
2 Fund Raising							
3 Dues Support Payments to Nat. Org.				715.00			
4 Rehabilitation Counseling				17,741.95			
5 ACTIVITY CENTER AND EDUCATIONAL SERVICES				42,992.40			
6 PRODUCTION SHOP AND REHABILITATION SERVICES				115,649.49			
7							
8							
9							
TOTALS	190,550.24	204,829.71	153,363.18	213,503.39	233,875.54	219,216.06	149,655.56

(1) Totals of columns 1 thru 4 should agree with totals for columns 1 thru 4 on Budget Form 5b.

(2) Totals of columns 5 thru 8 should agree with totals for columns 1 thru 4 on Budget Form 4.

(3) Proposed Expenditure total for each service should agree with totals on line (A) of Budget Form 3.

(4) Proposed Support Revenue total for each service should agree with totals on line (B) Budget Form 3.

(5) Proposed United Fund Support by Services should agree with totals on line (D) Budget Form 3.

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REVENUE ⁽²⁾ FOR VICE OPERATIONS		(DEFICIT) or SURPLUS				UNITED FUND SUPPORT			
7 19 74 Act. & Estimated This Year	8 19 75 Proposed (4) Next Year	9 19 73 Actual Previous Year	10 19 74 Budget This Year	11 19 74 Act. & Estimated This Year	12 19 75 Proposed Next Year	13 19 73 Actual Previous Year	14 19 74 Budget This Year	15 19 74 Act. & Estimated This Year	16 19 75 Proposed (5) Next Year
	35,279.55				(1125.00)				1125.00
	715.00								
	17,366.95				(375.00)				375.00
	39,992.40				(3,000.00)				3,000.00
	112,649.49				(3,000.00)				3,000.00
54	206,0103.39								
149,855.56		(2,107.13)		(1,997.62)	(7,500.00)	3,000.00	3,500.00	3,000.00	7,500.00

NOTE: Subsequent to January 1, 1974 accounting procedures have been in accordance with those contained in United Way of America, "United Fund Budgeting Manual" and State of California, Health and Welfare Agency, "A Basic Accounting Manual for Rehabilitation Workshops". Regretfully, procedures prior to that date preclude submission of data requested in columns indicated as "Actual Previous Year", "Budget this year" and "Actual and Estimated this year". Action has been taken to ensure accountability of data for succeeding years and will be reported in succeeding budget summaries as it becomes available.

YOLO COUNTY SHELTERED WORKSHOP, COUNCIL, INC.

Name of Agency

Micro Fiched

PROPOSED BUDGET BY SERVICES FOR 19 75

SUPPORTING SERVICES

EXPENDITURES FOR CURRENT SERVICE OPERATIONS:

	1 TOTAL Col. 2, 3 & 6	2 NATIONAL Dues or Support	3 TOTAL Supp. Servs.	4 Management & General
2100 Salaries	94,514.00		26,740.00	26,740.00
2200 Employee Health & Retirement Benefits	12,772.80		3,687.00	3,687.00
2300 Employee Taxes, etc.	10,017.99		1,867.30	1,867.30
2400 Professional Fees & Contract Service Payments	1,500.00		150.00	150.00
2500 Supplies	47,145.65		375.00	375.00
2600 Telephone and Telegraph	1,575.00		551.25	551.25
2700 Postage and Shipping	325.00		97.50	97.50
2800 Occupancy (Buildings and Ground)	16,201.00		747.50	747.50
3100 Outside Printing, Art Work, etc.	700.00		420.00	420.00
3200 Local Transportation	2,250.00		125.00	125.00
3300 Conferences, Conventions, etc.	500.00		250.00	250.00
3400 Subscriptions and Reference Publications	125.00		6.25	6.25
3500 Special Assistance to Individuals	20,043.00		-0-	-0-
4100 Organization Dues (other than Acct. 5000)	100.00		25.00	25.00
4200 Awards and Grants	-0-		-0-	-0-
4300 Equipment and Other Fixed Assets	4,943.95		1,344.00	1,344.00
4900 Miscellaneous	75.00		18.75	18.75
TOTAL SERVICES EXPENDITURES-DIRECT	212,783.39		36,404.55	36,404.55

5000 Dues/Support Payments to National Parent Organization

(A) TOTAL EXPENDITURES (1) DIRECT

SUPPORT/REVENUE FOR CURRENT OPERATIONS:

100 Contributions	14,911.00		1,491.10	1,491.10
300 Net Proceeds Special Events	5,000.00		500.00	500.00
800 Other United Funds	30,000.00		4,500.00	4,500.00
1000 Fees & Grants From Governmental Agencies	71,686.16		10,754.92	10,752.92
1100 Membership Dues				
1300 Program Income	7,650.00		1,147.50	1,147.50
1400 Sales (Pg. 26)	73,756.23	715.00	14,751.25	14,751.25
1600 Investment Income				
1700 Miscellaneous	3,000.00		2,136.78	2,136.78
(B) TOTAL SUPPORT/REVENUE-DIRECT (2)	206,003.39	715.00	35,279.55	35,279.55
(C) PROGRAM (DEFICIT) OR SURPLUS-(A) MINUS (B)	(7,500.00)		(1125.00)	(1,125.00)
(D) SUPPORT REQUESTED FROM UNITED FUND (3)	7,500.00		1125.00	1,125.00

PROGRAM COST

(E) PROGRAM SERVICE EXPENDITURE TOTALS (copy from line (A) above)

TOTAL SUPPORTING SERVICES (copy from line (A) column 3 above)

5000 Dues/Support Payments to Nat'l "Parent" Organization (copy from line (A) column 2 above)

TOTAL

(F) TOTAL PROGRAM COST

(G) SERVICE VOLUME AND UNIT COST:

Note 1 - Each Client - One Unit

Note 2 - Counseling and Evaluation

Note 3 - Activity Center and Educational Services

Note 4 - Production Shop and Rehabilitation Services

(1) Total (A) of column 1 should be the same as Grand Total of column 4, Budget Form 5b.

(2) Total (B) of column 1 should be the same as Total Support Revenue BEFORE United Fund Allocation of Column 4, Budget Form 4.

(3) Total in column 1 should be the same as the allocation request in column 4, Budget Form 1.

(4) Distribution based on percentage that each of program service expenditure totals bears to the total of all program service expenditures.

Direct
Total

SUPPORTING SERVICES			PROGRAM SERVICES							
AL Servs.	4 Management & General	5 Fund Raising	6 TOTAL Prog. Servs.	7 Serv. Descrip. Note 2	8 Serv. Descrip. Note 3	9 Serv. Descrip. Note 4	10 Serv. Descrip. N	11 Serv. Descrip.	12 Serv. Des	
0.00	26,740.00		67,774.00	12,844.00	23,365.00	31,065.00				
7.00	3,687.00		9,085.80	1,818.60	3,147.60	4,119.60				
7.30	1,867.30		8,150.69	874.30	2,301.30	4,975.09				
0.00	150.00		1,350.00	450.00	450.00	450.00				
5.00	375.00		46,770.65	150.00	4,700.00	41,920.65				
1.25	551.25		1,023.75	393.75	236.25	393.75				
7.50	97.50		227.50	32.50	65.00	130.00				
7.50	747.50		15,453.50	722.55	1,840.00	12,890.95				
0.00	420.00		280.00	-0-	140.00	140.00				
5.00	125.00		2,125.00	150.00	725.00	1,250.00				
0.00	250.00		250.00	250.00	-0-	-0-				
6.25	6.25		118.75	12.50	43.75	62.50				
-0-	-0-		20,043.00	-0-	2,004.30	18,038.70				
5.00	25.00		75.00	25.00	25.00	25.00				
0-	-0-									
4.00	1,344.00		3,599.95	-0-	3,430.45	169.50				
8.75	19.75		56.25	18.75	18.75	18.75				
4.55	36,404.55		176,383.84	17,741.95	42,992.40	115,649.49			Micro Fiches	
4.55	36,404.55		176,383.84	17,741.95	42,992.40	115,649.49				
1.10	1,491.10		13,419.90	-0-	5,367.96	8,051.94				
0.00	500.00		4,500.00	-0-	1,800.00	2,700.00				
0.00	4,500.00		25,500.00	1,500.00	9,600.00	14,400.00				
4.92	10,752.92		60,933.24	11,770.46	19,665.11	29,497.67				
7.50	1,147.50		6,502.50	382.50	2,448.00	3,672.00				
1.25	14,751.25		58,289.98	3,687.81	546.02	54,056.15				
6.78	2,136.78		863.22	26.18	565.31	271.73				
9.55	35,279.55		170,008.84	17,366.95	39,992.40	112,649.49				
1.00	(1,125.00)		(6,375.00)	(375.00)	(3,000.00)	(3,000.00)				
1.00	1,125.00		6,375.00	375.00	3,000.00	3,000.00				

GRAM COST ANALYSIS

36,404.55	17,741.95	42,992.40	115,649.49		
715.00	10%	24%	66%		
37,119.55	3,711.96	8,908.69	24,498.90		
	21,453.91	51,901.09	140,148.39		
Number of Units of Service	50	20	30		
Direct Cost Per Unit (divide (E) by (G))	354.84	2,149.62	3,854.98		
Total Cost Per Unit (divide (F) by (G))	429.08	2,595.05	4,671.61		
UNIT DESCRIPTION	UNIT DESCRIPTION	UNIT DESCRIPTION	UNIT DESCRIPTION	UNIT DESCRIPTION	UNIT DESCRIPTION
Note 1	Note 1	Note 1			

4. Budget Form 4.

service expenditures, as shown on line (A) above.

United Way of America

SUPPORT/REVENUE FOR CURRENT SERVICE OPERATIONS (Before United Fund Allocation)	19 <u>73</u>	19 <u>74</u>	19 <u>74</u>	19 <u>75</u>	
	1 ACTUAL PREVIOUS YEAR	2 BUDGET THIS YEAR	3 ACTUAL & ESTIMATED THIS YEAR	4 PROPOSED BUDGET NEXT YEAR	5

Support From The Public:

100 Contributions-General:					
110 Individuals and Businesses	6,273.03	6,600.00	11,601.26	12,761.00	1,159.74
120 Foundations and Trusts				500.00	500.00
130 Non-Priv. & Sustain. Memberships				1,650.00	1,650.00
150 Other	1,405.80				
Total	7,678.83	6,600.00	11,601.26	14,911.00	3,309.74
300 Special Events:					
Gross Proceeds				9,000.00	9,000.00
(Less) Participants Benefits				2,500.00	(2,500.00)
(Less) Allocated to Other Purposes				1,500.00	(1,500.00)
Net Proceeds				5,000.00	5,000.00
500 Bequests, Non-Endowment					
700 Associated Organizations					
800 Allocated From Other United Funds	9,260.00	7,578.88	10,300.00	30,000.00	19,700.00
900 Unassociated and Non-federated Fund Raising Organizations					
Total	16,938.83	14,178.88	21,901.26	49,911.00	28,009.74

Fees And Grants From Governmental Agencies:

1010 Purchases of Service Fees... Client	15,300.00	6,500.00	6,500.00	63,500.00	57,000.00
1020 Grants	17,900.93	14,186.66	8,386.16	8,186.16	-0-
Total	33,200.93	20,686.66	14,886.16	71,686.16	57,000.00

Other Revenue:

1100 Membership Dues-Individuals	170.00	1,500.00			
1300 Program Service Fees and Incidental Revenue:					
1310 Program Service Fees	38,271.73	65,000.00	45,974.59	7,650.00	(38,324.59)
1320 Program Incidental Revenue (Net)					
Total	38,271.73	65,000.00	45,974.59	7,650.00	(38,324.59)
1400 Sales of Supplies and Services to Local Member Units	1,236.34				
1500 Sales to Public	119,693.25	130,000.00	63,575.78	73,756.23	10,180.95
1600 Investment Income:					
1610 From Unrestricted Funds					
1620 From Restricted Funds	7,000.00				
1630 Rental Income					
1650 Other					
Total	7,000.00				
1700 Miscellaneous Revenue	2,704.98	2,500.00	2,227.77	3,000.00	772.23
Total	169,076.30	199,000.00	111,778.14	84,406.23	(27,371.51)

Total Support/Revenue Before
United Fund Allocation

219,216.06	233,675.54	148,366.56	208,003.39	57,637.61
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AGENCY YOLO COUNTY SHELTERED WORKSHOP, (See instructions on reverse side of page 5b)
COUNCIL, INC.

EXPENDITURES FOR CURRENT SERVICE OPERATIONS	1973	1974	1974	1975	
	1 ACTUAL PREVIOUS YEAR	2 BUDGET THIS YEAR	3 ACTUAL & ESTIMATED THIS YEAR	4 PROPOSED BUDGET NEXT YEAR	5
Micro Filled					
Staff Compensation:					
2100 Salaries:					
2110 Professional Staff	49,337.84	55,780.20	32,157.07	62,925.00	30,768.93
2150 Clerical Staff	46,186.72	58,848.84	31,460.19	11,620.00	(19,840.19)
2170 Student Stipends					
2190 Other				19,968.00	19,968.00
Total Salaries	95,524.56	114,629.04	63,617.26	94,514.00	31,896.74
2200 Employee Health and Retirement Benefits:					
2210 Health Benefit Plans		3,500.00		3,276.00	3,276.00
2220 Retirement Plans				9,496.80	9,496.80
2290 Other Benefits			3,308.10		(3,308.10)
Total Benefits		3,500.00	3,308.10	12,772.80	9,464.70
2300 Payroll Taxes, etc.	4,597.28	6,720.67	4,675.66	10,017.99	5,342.23
Total Staff Compensation (2100 + 2200 + 2300)	100,121.84	124,849.71	71,601.02	117,304.79	46,709.67
2400 Prof'l Fees & Contract Serv. Payments	2,246.50	1,800.00	1,800.00	1,500.00	(300.00)
2500 Supplies:					
2510 Office Supplies	1,918.86	1,600.00	1,122.60	1,500.00	377.40
2520 Building and Ground Supplies	1,643.79	2,000.00	500.00	500.00	-0-
2530 Medical Supplies		80.00	80.00	100.00	20.00
2540 Recreation and Craft Supplies	1,477.19	1,000.00	2,260.84	3,500.00	1,239.16
2550 Food	3,339.59	3,000.00	2,746.15	3,000.00	253.85
2590 Other	61,305.83	50,000.00	33,471.03	38,545.65	5,074.62
Total Supplies	169,725.26	57,680.00	40,180.62	47,145.65	6,965.03
2600 Telephone and Telegraph	1,832.17	3,000.00	1,476.62	1,575.00	96.33
2700 Postage and Shipping	197.20	500.00	276.80	325.00	48.20
2800 Occupancy (Buildings and Grounds):					
2810 Rent of Space	9,001.00	9,000.00	9,001.00	9,001.00	-0-
2830 Utilities	3,300.38	4,000.00	4,037.88	4,250.00	212.12
2840 Care of Buildings and Grounds	1,510.20	1,500.00	500.00	750.00	250.00
2850 Equipment - Repair & Maint.	863.22	1,000.00	911.66	1,000.00	88.34
2870 Mortgage Interest					
2880 Property Insurance and Taxes	1,019.61	1,000.00	845.75	1,200.00	354.25
2890 Other	732.56	500.00	763.51		(763.51)
Total Occupancy	16,426.97	17,000.00	16,059.80	16,201.00	141.20
Total Carried Forward	190,550.24	204,829.71	131,391.66	184,051.44	54,656.78

UNITED WAY OF AMERICA

EXPENDITURES FOR CURRENT SERVICE OPERATIONS	19 73	19 74	1974	19 75	
	1 ACTUAL PREVIOUS YEAR	2 BUDGET THIS YEAR	3 ACTUAL & ESTIMATED THIS YEAR	4 PROPOSED BUDGET NEXT YEAR	5
Total Brought Forward	1190,550.24	204,829.71	131,394.86	184,051.44	82,656.9
3100 Outside Printing, Art Work, etc.	129.59	500.00	361.97	700.00	358.0
3200 Local Transportation:					
3210 Mileage Payments & Auto Rentals ..	1,106.84	1,200.00	239.11	250.00	10.89
3250 Agency Vehicles - Operating Costs				1,500.00	1,500.00
3260 Automobile Insurance	346.00	350.00	350.00	500.00	150.00
3290 Other	870.90	1,000.00	1,357.47	-0-	(1,357.47)
Total Local Transportation	2,323.74	2,550.00	1,956.58	2,250.00	293.1
				Micro Filled	
3300 Conferences, Conventions, Meetings and Major Trips	372.84	500.00	500.00	500.00	-0-
3400 Subscriptions and Reference Pubs. (For Staff Use)	59.83	100.00	110.40	125.00	14.6
3500 Specific Assistance to Individuals:					
3510 Boarding Payments-United Fund Agencies					
3511 Boarding Payments-Non United Fund Agencies					
3512 Boarding Payments-Foster Fam.					
3520 Financial Assistance -Client....	27,925.69	25,000.00	17,423.37	20,043.00	2,619.63
3530 Legal Assistance					
3540 Med. and Dental Service Payments ..					
3560 Homemaker Service					
3560 Clothing and Personal Needs					
Total Specific Assistance	27,925.69	25,000.00	17,423.37	20,043.00	2,619.6
4100 Organization Dues (Other Than in 5000 Below)		150.00		100.00	100.0
4200 Awards and Grants					
4300 Equipment and Other Fixed Assets:					
4310-4370 Purchases	6,961.26	3,745.83	1,616.00	4,943.95	3,327.9
4900 Miscellaneous	(4,000.00)			75.00	75.0
Total Expenditures	224,323.19	237,375.54	153,363.18	212,786.39	59,425.6
5000 Dues/Support Payments to National "Parent" or Equivalent Org.				715.00	715.00
Grand Total Expenditures	224,323.19	237,375.54	153,363.18	213,501.39	60,140.6

UNITED WAY OF AMERICA

Actual/Est.

MAJOR DIFFERENCES IN SUPPORT/REVENUE AND EXPENDITURES BETWEEN * FOR 1974 AND ESTIMATES FOR 1975
(PLEASE LIST ONLY DIFFERENCES OF \$ 250.00 OR MORE)**

AGENCY Yolo County Sheltered Workshop Council, Inc.

ACC'T. NO.	ITEM	1974 Actual/Est.	1975 ESTIMATE	INCREASE OR (DECREASE)	EXPLANATION
110	Indiv. and Business Contributions	11,601.26	12,761.00	1,159.74	10% increase based on plans for expanded program in 1975.
120	Foundations and trusts	-0-	500.00	500.00	Reflects effort in this area planned for 1975
130	Non-Priv. and Sustain Memberships	1,500.00 (Item 1100)	1,650.00	150.00	Previously reported in category 1100 and more properly (by definition) placed in category 130.
300	Special events	-0-	5,000.00	5,000.00	Reflects planned Christmas promotion and Century Club activities.
800	Allocations from other United Funds	10,300.00	30,000.00	19,700.00	Staffing support requested based on that required for 50 clients.
1010	Purchase of Service Fees	6,500.00	63,500.00	57,000.00	Increase is result of properly reporting revenue received from governmental sources in this account vice account 1310. Authority is cited as Chap 2, United Fund Budgeting Manual. The \$63,000.00 estimate for purchase of service fees in this category is based on a gross clientel population of 50. Explanation for category 1310 refers.

* Insert Actual or Budget **United Fund will indicate amount

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

June 17, 1974
Budget 6 Con't.

ACC'T NO.	ITEM	1974 ACTUAL/EST.	1975 ESTIMATE	INCREASE OR (DECREASE)	EXPLANATION
1310	Program Service Fees	45,974.59	7650.00	(38,324.59)	Properly reporting program service fees not including governmental agencies in this category. Authority is cited as Chap 2., United Fund Budgeting Manual. The \$7,650.00 estimate for purchase of service fees in this category is based on a gross client population of 50. Explanation for category 1010 refers.
1500	Sales to Public	63,575.78	73,756.23	10,180.45	Estimated increase of sales to public 15% based on increased client population and capacity for production.
1700	Miscellaneous Revenue	2,227.77	3,000.00	772.23	Estimate for miscellaneous revenue is 1.4% of gross budget. An increase considered appropriate based on planned program expansion.
2110	Professional Staff	32,157.07	62,926.00	35,768.93	While the increase is significant compared to the actual and estimated budget for 1974, the increase becomes more nominal when considering the 1974 budget compared to that for 1975. One professional staff position has been eliminated in 1975 and all professional positions are programmed for benefits (social security, health care and retirement) heretofore not provided. The programmed benefits are consistent with those provided by comparable agencies. Further, a 5% merit step increase in salary has been provided.
2150	Clerical Staff	31,460.19	11,620.00	(19,840.19)	Two positions have been eliminated and staff aides have been redesignated category 2190. Benefits and 5% merit step increases for remaining positions are also provided as indicated for those in category 2110.

MAY 1974

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

June 17, 1974
Budget 6 Con't.

ACC'T NO.	ITEM	1974 ACTUAL/EST.	1975 ESTIMATE	INCREASE OR (DECREASE)	EXPLANATION
2190	Other	-0-	19,968.00	19,968.00	Staff aides were formerly reported as category 1250, they are more (by definition) appropriately placed in 2190. Planning reflects continuation of four aides plus benefits and 5% merit step increase as indicated for personnel in categories 2110 and 2150.
2210	Health Benefit Plans	-0-	3,276.00	3,276.00	Provision made for health benefit plan covering cost to employee only. Considered consistent with that provided personnel in other agencies doing like work.
2220	Retirement Plans	-0-	9,496.80	9,496.80	Rationale as indicated for item 2210.
2290	Other Benefits	3,308.10	-0-	(3,308.10)	This reduction represents a 5% merit step increase and is more properly placed in category 2100.
2300	Payroll taxes	4,675.66	10,017.99	5,342.33	As required by increases in accounts 2100 and 2200.
2400	Pro'fl fees and Contract Service Payments	1,800.00	1,500.00	(300.00)	Reduced as more realistic estimate.
2510	Office Supplies	1,122.60	1,500.00	(377.40)	Commensurate with planned increase in client population for 1973.
2540	Recreation and Craft Supplies	2,260.84	3,500.00	1,239.16	Reflects revitalized activity center program and factors of client population increase.
2550	Food	2,746.15	3,000.00	253.85	Reimbursable as clients purchase own meals at no-profit cost.

Micro Fished

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

June 17, 1974
Budget 6 Con't.

ACC'T NO.	ITEM	1974 ACTUAL/EST.	1975 ESTIMATE	INCREASE OR (DECREASE)	EXPLANATION
2590	Other	33,471.03	38,545.65	5,074.62	This category reflects costs associated with manufacture of goods by clients. Increased by 15% commensurate with planned client/shop productivity.
2840	Care of Buildings and Grounds	500.00	750.00	250.00	Building and ground space responsibilities ie. County yard, require additional expenditure.
2880	Property Insurance & Taxes	845.75	1,200.00	354.25	Reflects review of insurance requirements.
2890	Other	763.51	-0-	(763.51)	No justification.
3100	Outside Printing	361.97	700.00	338.03	Requirement exists for updating informational brochure as well as producing handbook for clients.
3250	Agency Vehicles-Operating Costs	-	1,500.00	1,500.00	Changed from category 3290 to more accurately reflect disbursement. Change less than \$250.00.
3290	Other, local transportation	1,367.47	-0-	(1,367.47)	See explanation item 3250.
3520	Financial Ass't (Client)	17,423.37	20,043.00	2,619.63	This category reflects wages paid to client for work performed. Increased due to planned program expansion and shop productivity.
4300	Equipment and Other Fixed Assets	1,616.00	4,943.95	3,327.95	See Budget Form 8 for itemized breakdown. Increases here reflect planned program expansion.
5000	Dues/Support Payments to National	-0-	715.00	715.00	Self Explanatory.

Micro Fiched

SCHEDULE OF POSITIONS AND SALARIES

BUDGET FORM 7

SUPPORTING ACTUAL EXPENDITURES AND BUDGET ESTIMATES FOR AGENCY STAFF

AGENCY NAME Yolo County Sheltered Workshop Council 1, Inc.

ACC'T. NO. CHARGED	JOB GRADE NO.	TITLE OF POSITION	19 74		19 75		
			1	2	3	4	5
			M o n t h s Amount Per Approved Budget	M o n t h s Total Actual Estimate	M o n t h s Total Amount Requested	Increase or (Decrease) over Column 1	Acct. No. Charged Dollar Value of Room and Board (if provided)
2110		Executive Director	12 14,520.00	11 13,075.95	12 15,120.00		2110
2110		Program Administrator	12 11,628.00	12 11,628.00	12 12,844.00		2110
2110		Assn't Counselor	12 8,448.00	-0-	-0-		
2110		Production Manager	12 8,448.00	12 7,453.22	12 9,600.00		2110
2110		Activity Center Manager	12 10,030.00	-0-	12 8,400.00		2110
2110		Production Shop Foreman	12 2,656.20	-0-	12 6,000.00		2110
2150		Clerk/Typist	12 6,600.00	-0-	12 4,992.00		2150
2150		Office Manager	12 6,300.00	12 6,000.00	12 6,628.00		2150
2150		Part Time Teacher	12 3,120.00	-0-	-0-		
2150		Activity Center Supervisor	12 5,199.96	12 5,770.24	12 5,481.00		2110
2150		Activity Center Aide	12 5,073.37	12 5,178.94	12 4,992.00		2190
2150		Activity Center Aide	12 5,199.96	12 2,190.12	12 4,992.00		2190
2150		Production Shop Supervisor	12 5,553.60	12 4,900.51	12 5,481.00		2110
2150		Production Shop Aide	12 5,553.60	7 2,820.00	12 4,992.00		2190
2150		Production Shop Aide	12 6,240.00	-0-	12 4,992.00		2190
2150		Bus Maintenance Supervisor	12 7,200.00	6 4,600.38	-0-		
2150		5% Raise	12 2,808.35	-0-	-0-		
TOTALS			114,629.04	63,617.26	94,514.00		

(Totals of columns 1, 2 and 3 must equal totals in Account 2100, Form 5)

Note: Use month columns only when service is not full time.

United Community Funds and Councils of America, Incorporated

ITEMIZED STATEMENT OF BUILDING REPAIRS AND REPLACEMENT
(Please list only items of \$____* or more)

19__ Actual/Estimated (Indicate completed projects with prefix C)		19__ Proposed	
ITEMS	AMOUNT	ITEMS	AMOUNT
TOTAL		TOTAL	

* United Fund will indicate amount.

YOLO COUNTY SHELTERED WORKSHOP COUNCIL, INC.

BUDGET FORM B
ADDENDUM

1975 BUDGET

ITEM 4300-EQUIPMENT AND OTHER FIXED ASSETS

	<u>NOMENCLATURE</u>	<u>UNIT Cost</u>	<u>NUMBER</u>	<u>TOTAL</u>
4320	Typewriter, IBM Selectmatic	\$575.00	1	\$575.00
4320	Chairs, desk, swivel	127.00	3	381.00
4320	Chairs, secretarial	95.00	2	190.00
4320	Chairs, office, arm	36.00	6	198.00
4330	Cleaner, vaccum, house type	169.50	1	169.50
4330	Cleaner, vaccum, tank, 5 gal.	45.50	1	45.50
4350	Exercycle, Schwinn	117.95	1	117.95
4350	Spa, physical therapy equipment	700.00	1	700.00
4360	Projector, movie, 16mm, sound	588.00	1	588.00
4360	Cash register, record providing	150.00	1	150.00
4370	Refrigerator/freezer, 22 cu. ft.	539.00	1	539.00
4370	Stove/oven, combination, 40"	340.00	1	340.00
4370	Sink, washing, 3 compartment	450.00	1	450.00
4370	Kitchen equipment-mixer, pots, pans, utensils, dishes, linen	-as required		600.00
			TOTAL	\$4,943.95